

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/27/2022

Contract/Lease Control #: C22-3194-AP

Procurement#: RFP AP 26-22

Contract/Lease Type: CONTRACT

Award To/Lessee: VOLAIRE AVIATION CONSULTING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2022

Expiration Date: 06/21/2025 W/ 2 (1) YEAR RENEWALS

Description of Contract/Lease: AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR DESTIN-FORT WALTON AIRPORT (VPS)

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Michael Higgs	
The Ralston Group, LLC		PHONE (A/C, No, Ext): (317) 572-1563	FAX (A/C, No): (317) 813-3022
8606 Allisonville Road Ste: 240		E-MAIL ADDRESS: mhiggs@theralstongroupplc.com	
Indianapolis IN 46250		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TWIN CITY FIRE INS CO (HARTFORD)	
		INSURER B: TRUMBULL INS CO (HARTFORD)	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Voltaire Aviation Inc.			
8500 E 116th St Unit 728			
Fishers IN 46038			

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


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	36SBAIB9018	01/03/2022	01/03/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	36SBAIB9018	01/03/2022	01/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	36SBAIB9018	01/03/2022	01/03/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	36WECIC6122	01/03/2022	01/03/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	Y	Y	36SBAIB9018	01/03/2022	01/03/2023	Each Claim Limit 2,000,000 Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County BOCC is named ADDITIONAL INSURED as regards to General Liability, Professional Liability, Business Auto, Workers Comp and Umbrella to these polices.

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County BOCC Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N. Eglin AFB FL 32542-1498	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT #: C22-3194-AP
VOLAIRE AVIATION CONSULTING, INC.
AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR DESTIN-FORT WALTON (VPS)
EXPIRES: 6/21/2025 W/ 2 (1) YR RENEWALS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
VOLAIRE AVIATION, INC.

Filing Information

Document Number F1700000222
FEI/EIN Number 81-4807285
Date Filed 01/17/2017
State IN
Status ACTIVE

Principal Address

8500 E. 116th Street
728
Fishers, IN 46038

Changed: 04/26/2021

Mailing Address

8500 E. 116th Street
728
Fishers, IN 46038

Changed: 04/26/2021

Registered Agent Name & Address

INCORP SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470

Officer/Director Detail

Name & Address

Title President

Penning III, John
103 NW Engleman St.
Portland, OR 97229

Title Treasurer

Mooney, Michael W.

6130 Kilimanjaro Dr.
Evergreen, CO 80439

Title Secretary

Hayes, Robert Jeffrey
8500 E. 116th Street
Fishers, IN 46037

Title Director

Lum Jr., Michael
2129 Canton St.
Dallas, TX 75201

Annual Reports

Report Year	Filed Date
2020	03/28/2020
2021	04/26/2021
2022	05/01/2022

Document Images

<u>05/01/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/22/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2017 -- Foreign Profit</u>	View image in PDF format

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: RFP AP 20-22 Tracking Number: 4590-22
 Procurement/Contractor/Lessee Name: Voltaire Aviation Grant Funded: YES ___ NO X
 Purpose: Air Services Development at VPS
 Date/Term: 3yrs w/2 7-YR Renewals 1. GREATER THAN \$100,000
 Department #: 4201 2. GREATER THAN \$50,000
 Account #: 531100 3. \$50,000 OR LESS
 Amount: \$54,000⁰⁰ x 3yrs (\$162,000⁰⁰)
 Department: Airport Dept. Monitor Name: Tracy Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jessica Darr Date: _____
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NA Not Applicable Grant Name: NA
 Grants Coordinator Date: NA

Risk Management Review

Approved as written: Kristina Coffra See Email at 4:36 pm Date: 12 May, 2022
 Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: Lynn Hoshikara See Email at 2:43 pm Date: 18 May, 2022
 County Attorney Lynn Hoshikara, Kerry Parsons or Designee

Department Funding Review

Approved as written: Allyson Oury See Email at 12:55 pm Date: 31 May, 2022

IT Review (if applicable)

Approved as written: NA Not Applicable Date: NA

Jesica Darr

From: Kristina LoFria
Sent: Thursday, May 12, 2022 4:36 PM
To: Jesica Darr
Subject: RE: Approval Requested NLT 19 May RFP AP 26-22 Air Service Consulting for VPS Draft Contract

Jesica,

Good afternoon, this is approved by Risk Management for insurance purposes only.

Thank You

Kristy LoFria

Okaloosa County BOCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, May 12, 2022 2:47 PM
To: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Approval Requested NLT 19 May RFP AP 26-22 Air Service Consulting for VPS Draft Contract

Good Afternoon!

Jesica Darr

From: Lynn Hoshihara
Sent: Wednesday, May 18, 2022 2:43 PM
To: Jesica Darr; Kerry Parsons; Kristina LoFria
Cc: Karen Donaldson
Subject: Re: Approval Requested NLT 19 May RFP AP 26-22 Air Service Consulting for VPS Draft Contract
Attachments: RFP AP 26-22 Air Service Consulting for VPS Draft Contract V2 5.18.22.docx
Categories: 26-22 RFP AP Air Development CONSULTING Services

With the attached changes, this contract is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr
Sent: Thursday, May 12, 2022 3:47:25 PM
To: Kerry Parsons; Kristina LoFria
Cc: Lynn Hoshihara; Karen Donaldson
Subject: Approval Requested NLT 19 May RFP AP 26-22 Air Service Consulting for VPS Draft Contract

Good Afternoon!

Please see draft contract for the subject effort for your review and approval.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department

Jesica Darr

From: Allyson Oury
Sent: Tuesday, May 31, 2022 12:55 PM
To: Jesica Darr; Mike Stenson
Subject: RE: RFP AP 26-22 Agenda Item for 17 June 2022 BCC meeting
Attachments: RFP AP 26-22 Agenda Item Draft dated 31 May 2022.docx

Hi Jesica,

I've added the funding source and removed a reference to ERM. Please ensure both myself and Tracy are in the MT review queue. He may have some edits to the background section, but he typically prefers to review once it's in MT.

Thank you,

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, May 31, 2022 12:50 PM
To: Mike Stenson <mstenson@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: RFP AP 26-22 Agenda Item for 17 June 2022 BCC meeting

Mike or Allyson,

Good Afternoon!

Mr. Penning has signed the contract.

Please see the attached agenda item for the 21 June 2022 BCC meeting. I'm awaiting their SAM registration, but DeRita told me we can move forward since this isn't grant funded.

Thank you! Have a good day!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this 21st day of June, 2022, by and between OKALOOSA COUNTY, FLORIDA (“COUNTY”), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Volaire Aviation Consulting, Inc., whose principal place of business is at 8500 East 116th Street, Suite 728, Fishers, Indiana 46038 (the “Consultant”), whose Federal I.D. number is 81-4807285, in connection with Okaloosa County Request for Qualifications No. RFP AP 26-22 and the professional services set forth therein.

W I T N E S S E T H

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT’S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Attachment “A”- RFP AP 26-22 and Respondent’s Response and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A- “Basis of Compensation- Cost Proposal and Pricing Detail” attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization

**CONTRACT #: C22-3194-AP
VOLAIRE AVIATION CONSULTING, INC.
AIR SERVICE DEVELOPMENT CONSULTING
SERVICES FOR DESTIN-FORT WALTON (VPS)
EXPIRES: 6/21/2025 W/ 2 (1) YR RENEWALS**

or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

**ARTICLE TWO
SERVICES OF CONSULTANT**

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Attachment "A" –RFP AP 26-22 and Respondent's Response. These services will be paid for by the County as indicated in Article Five and Schedule A-"Basis of Compensation- Cost Proposal and Pricing Detail" and as confirmed in each Notice to Proceed.

**ARTICLE THREE
COUNTY'S RESPONSIBILITIES**

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
 - b. The time the Consultant is obligated to commence and complete all such services;
- or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project,

including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

John Hofstad, County Administrator

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation- Cost Proposal and Pricing Detail," and Attachment "A" -RFP AP 26-22 and Respondent's Response which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not

included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2 Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a) Keep and maintain public records required by the County to perform the service.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Schedule "A" - "Basis of Compensation- Cost Proposal and Pricing Detail" and Attachment "B" – Insurance Requirements.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors,

administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to

issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Attachment "D"- Vendors on Scrutinized Companies Lists. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY SIX MINORITY/WOMEN'S BUSINESS ENTERPRISES

26.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at

40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its

principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE THIRTY ONE THIRD PARTY BENEFICIARIES

31.1 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

ARTICLE THIRTY TWO SEVERABILITY

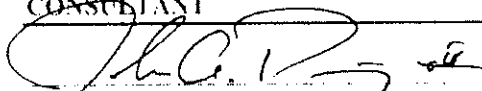
32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE THIRTY THREE
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

33.1 The individual signing this Contract on behalf of Consultant represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Consultant's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

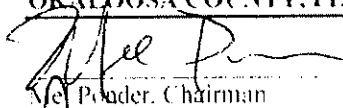
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CONSULTANT

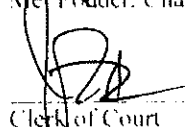

Authorized Representative
John A. PENNING, JR.
(printed)

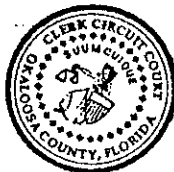


**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**


Mel Powder, Chairman




Clerk of Court
JD Peacock II



April 4, 2022

Jesica Darr
Contracts and Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

RFP AP 26-22
Air Service Development Consulting
Services for Destin-Fort Walton Airport (VPS)
Attachment "A" - (First page)
RFP AP 26-22 and Respondent's Response

**Re: AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR DESTIN-FORT
WALTON BEACH AIRPORT, RFP AP 26-22**

Ms. Darr:

On behalf of my team at Volaire Aviation, I want to thank you for the opportunity to submit our response to your request for proposals for air service development consulting services for Destin-Fort Walton Beach Airport.

Voltaire Aviation Consulting has been the air service development consultant of record for Destin-Fort Walton Beach Airport (VPS) since 2014. In that time, I have been personally charged with all air service development tasks. The Airport has seen tremendous growth and success in that period – and we are proud that VPS is the fastest growing airport in Florida, and in the worldwide Volaire client portfolio.

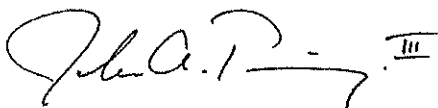
The Volaire team was instrumental in the recruitment of both Southwest Airlines and Allegiant Air. While other airports lost service, our team was able to leverage our market knowledge and expertise to convince Southwest to begin service in May of 2021 – in the middle of the pandemic. We presented detailed market data detailing which markets Southwest should fly, during which seasons, and at what frequency. Southwest's actual VPS service matches Volaire's projections almost perfectly.

Voltaire was also charged with landing Allegiant. Our team analyzed potential airline costs against other airports on the Florida panhandle, making the case VPS would be the most cost-effective choice. This hard work led to Allegiant choosing to serve VPS over Pensacola and Panama City, beginning service in 2016.

Today, Voltaire's role has shifted to one of ensuring VPS' limited airline slots are utilized in the most advantageous manner for Okaloosa County's economic development. Voltaire ensures all airlines are within slot allocations and suggests schedule changes to ensure airport facilities are not overburdened. This work takes special expertise only Voltaire can offer.

We believe our experience in the Destin-Fort Walton Beach market sets us apart.

Sincerely,



John A. "Jack" Penning, III
President
Voltaire Aviation, Inc.



Destin/Ft. Walton Beach Market Update

Prepared by

VOLAIRE
AVIATION

September 2021

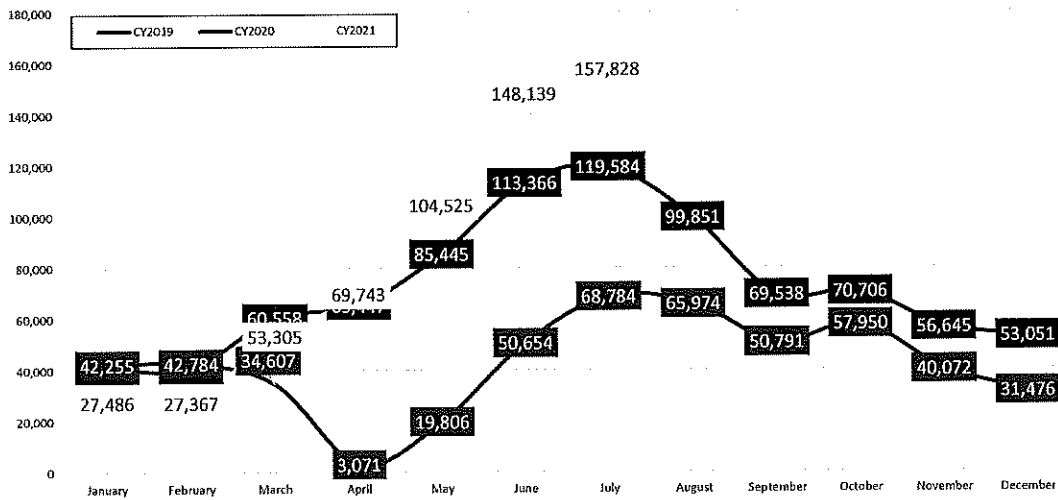


FLY VPS
DESTIN
FORT WALTON BEACH
AIRPORT

VPS Saw New Passenger Records Throughout the Summer, with an Average of 5,091 PDEW in July

Destin-Ft. Walton Beach Airport Passenger Throughput

January 2019 – July 2021 | Source: Volare Aviation Consulting Analysis of Airline Data, Inc. TSA Throughput Data



VPS July passengers were 32% above the record high.

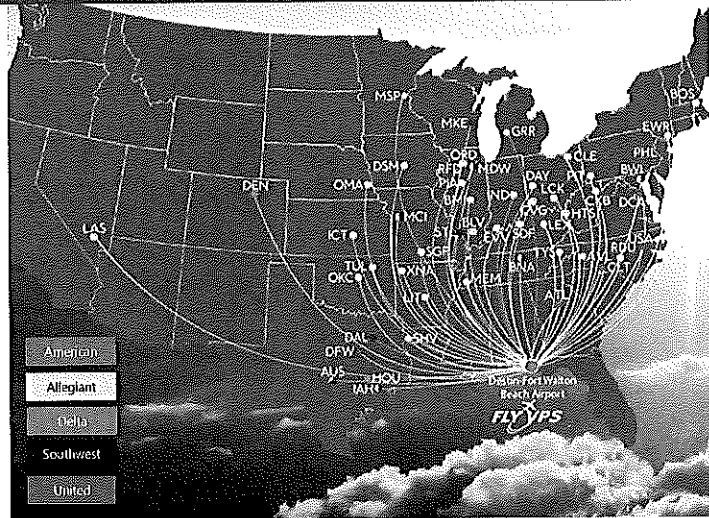


FLY VPS
DESTIN FORT WALTON BEACH AIRPORT

Destin-Ft. Walton Beach Capacity Is Scheduled to Exceed 3,800 Departing Seats per Day in Fall 2021

Map of Peak Summer Nonstop Routes to/from Destin-Ft. Walton Beach Airport

Source: Volare Aviation Consulting Analysis, as of January 2021



In peak summer, VPS has nonstops to 50 cities.

Allegiant serves 43 nonstop cities, while American serves six, Delta serves one, and Southwest serves nine, and United serves three.



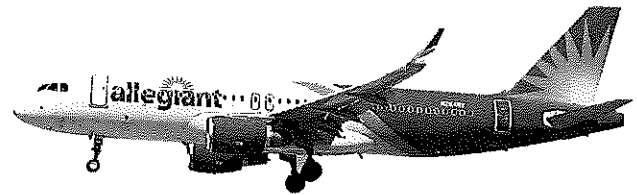
FLY VPS
DESTIN-FORT WALTON BEACH
AIRPORT

Destin-Ft. Walton Beach Capacity Will Be Up 45% This Fall, with New Service on 16 Routes

Detail of Nonstop Service at Destin-Ft. Walton Beach Airport

October 2021 vs. October 2019. Source: Airline Data, Inc.

Carrier	Market	October 2021 Daily Dept	October 2021 Daily Dept Seats	October 2019 Daily Dept	October 2019 Daily Dept Seats	Seat Change
3M	MCO			1.0	34.0	-100.0%
AA	AUS	0.1	9.8			100.0%
AA	CLT	4.6	415.2	4.0	301.5	37.7%
AA	DCA	1.0	76.0	1.1	56.5	34.6%
AA	DFW	5.5	488.9	4.2	463.5	5.5%
AA	ORD	0.2	10.6			100.0%
DL	ATL	5.5	789.2	6.9	879.1	-12.5%
G4	AVL	0.3	50.0			100.0%
G4	BLV	1.1	176.1	0.9	165.6	6.4%
G4	BOS	0.3	45.3			100.0%
G4	CVG	1.2	206.7	0.9	165.6	24.8%
G4	EWR	0.3	45.3	0.3	51.4	-11.9%
G4	GRR	0.3	54.0			100.0%
G4	HOU	0.3	45.3			100.0%
G4	HTS	0.2	35.2			100.0%
G4	IND	0.2	40.0			100.0%
G4	LAS	0.3	40.3			100.0%
G4	LCK	0.2	35.2	0.3	45.7	-22.9%
G4	MDW	0.3	45.3			100.0%
G4	MSP	0.3	45.3			100.0%
G4	OKC	0.3	45.3	0.3	45.7	-0.8%
G4	SDF	0.5	75.5	0.6	102.8	-28.6%
G4	SGF	0.2	35.2	0.3	51.4	-31.5%
G4	TYS	0.3	51.4	0.3	51.4	0.0%
G4	USA	0.2	39.3	0.3	51.4	-23.5%
G4	XNA	0.2	35.2	0.3	51.4	-31.5%
UA	IAH	2.1	109.6	2.1	111.5	-1.7%
WN	BNA	2.7	382.9			100.0%
WN	BWI	1.0	148.2			100.0%
WN	DAL	1.2	176.4			100.0%
WN	MDW	0.4	55.4			100.0%
WN	STL	0.2	23.1			100.0%
		31.6	3,810.3	23.7	2,628.3	45.0%

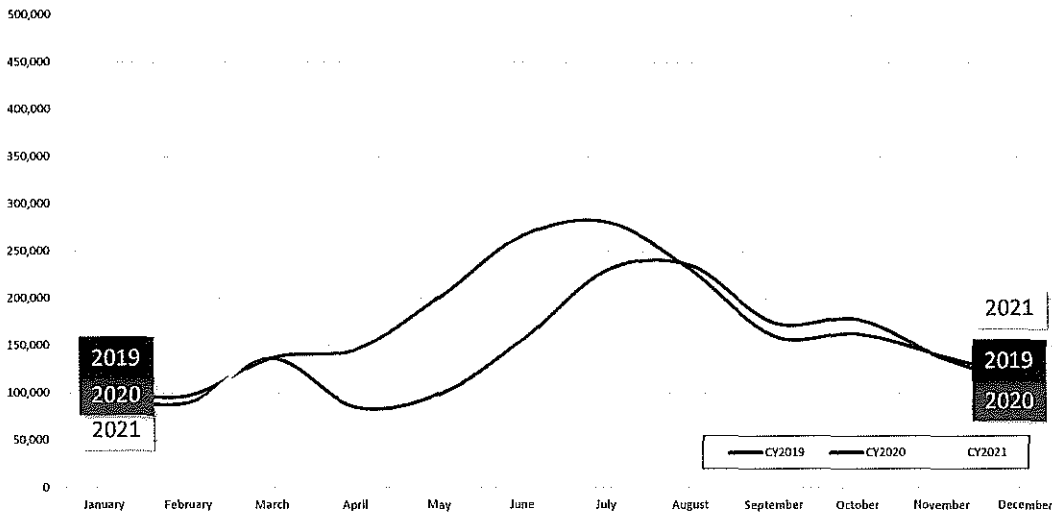


FLY VPS
DESTIN-FORT WALTON BEACH AIRPORT

VPS Seat Capacity Will be 84% Higher in 2021 than It Was in 2019, with an Additional 2,368 Seats/Day

Destin-Ft. Walton Beach Airport Available Seat Capacity

January 2019 – December 2021 | Source: Volare Aviation Consulting Analysis of Airline Data, Inc. Schedule Data



VPS will average 5,168 departing seats per day in 2021 – a new record.

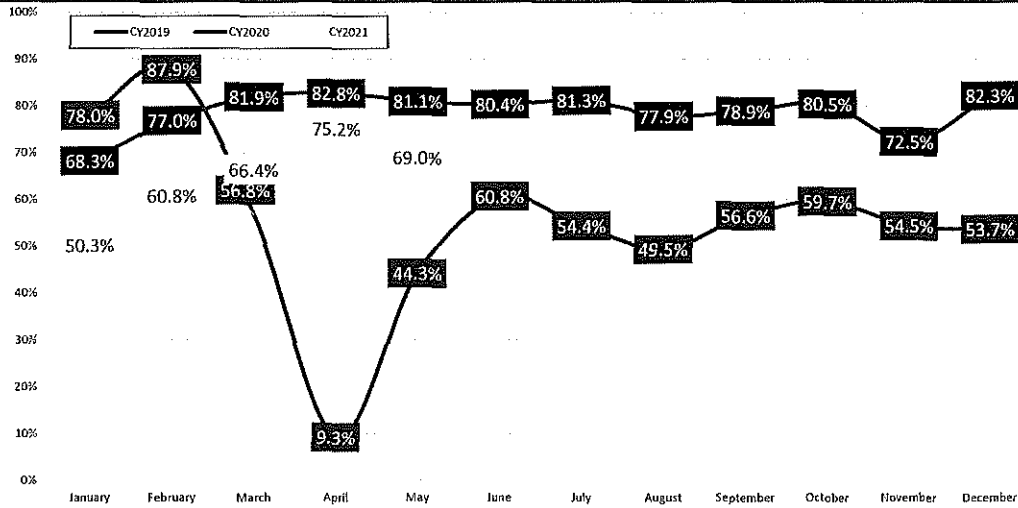


FLY VPS DESTIN FORT WALTON BEACH AIRPORT

VPS Load Factors Have Rebounded Despite the Most Seat Capacity in the Airport's History

Destin-Ft. Walton Beach Airport Daily Passenger Throughput and Share of 2019 Passengers

January 1, 2019 – December 31, 2020; Source: Volare Aviation Consulting Analysis of Airline Data, Inc. TSA Throughput Data



VPS June load factors rose above 75% for the first time during the pandemic.

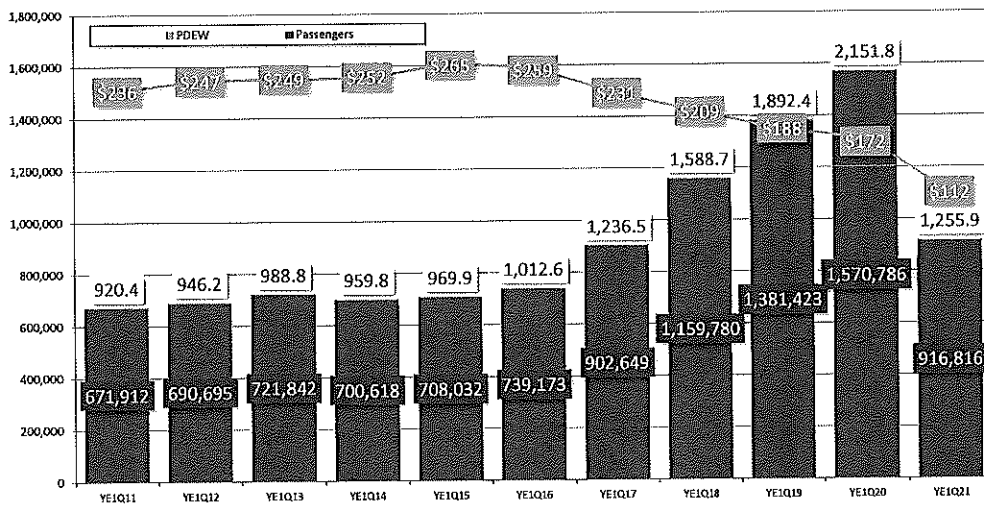


FLY VPS
DESTIN
FORT WALTON BEACH
AIRPORT

Destin/Ft. Walton Beach Passengers Were Up 113% in the Five Years Before the Pandemic

O&D Passengers and Average One Way Fares at Destin-Ft. Walton Beach Airport

Year Ended First Quarter 2011 – Year Ended First Quarter 2021; Source: Airline Data, Inc.



Just before the pandemic, VPS served an average of 1,139 more passengers per day each way (PDEW) than in 2016.

VPS originating passengers are 50% of all demand.



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FORT WALTON BEACH
AIRPORT

Destin/Ft. Walton Beach is Now the Second-Largest Airport in the Region

Statistical Summary of the Panhandle Region

Year Ended First Quarter 2020 (Ranked by Passengers). Source: Airline Data, Inc.

Airport	Code	Passengers	PDEW	O/W Fare	Revenue	Coupons	Share
Pensacola International Airport	PNS	2,087,785	2,860.0	\$213	\$444,891,776	1.7	33.3%
Destin Fort Walton Beach Airport	VPS	1,570,786	2,151.8	\$172	\$269,445,602	1.6	25.1%
Panama City NW Florida Beaches	ECP	1,188,541	1,628.1	\$198	\$234,988,360	1.7	19.0%
Tallahassee International Airport	TLH	782,722	1,072.2	\$251	\$196,332,936	1.8	12.6%
Mobile Regional Airport	MOB	635,923	871.1	\$267	\$169,798,970	1.9	10.1%
Totals		6,265,757	6,583.2	\$210	\$1,315,437,644	1.7	100.0%

VPS captures a quarter of the total region's passengers.

Statistical Summary of the Immediate Panhandle Region

Year Ended First Quarter 2020 (Ranked by Passengers). Source: Airline Data, Inc.

Airport	Code	Passengers	PDEW	O/W Fare	Revenue	Coupons	Share
Pensacola International Airport	PNS	2,087,785	2,860.0	\$213	\$444,891,776	1.7	43.1%
Destin Fort Walton Beach Airport	VPS	1,570,786	2,151.8	\$172	\$269,445,602	1.6	32.4%
Panama City NW Florida Beaches	ECP	1,188,541	1,628.1	\$198	\$234,988,360	1.7	24.5%
Totals		4,847,112	6,639.9	\$196	\$949,305,738	1.7	100.0%

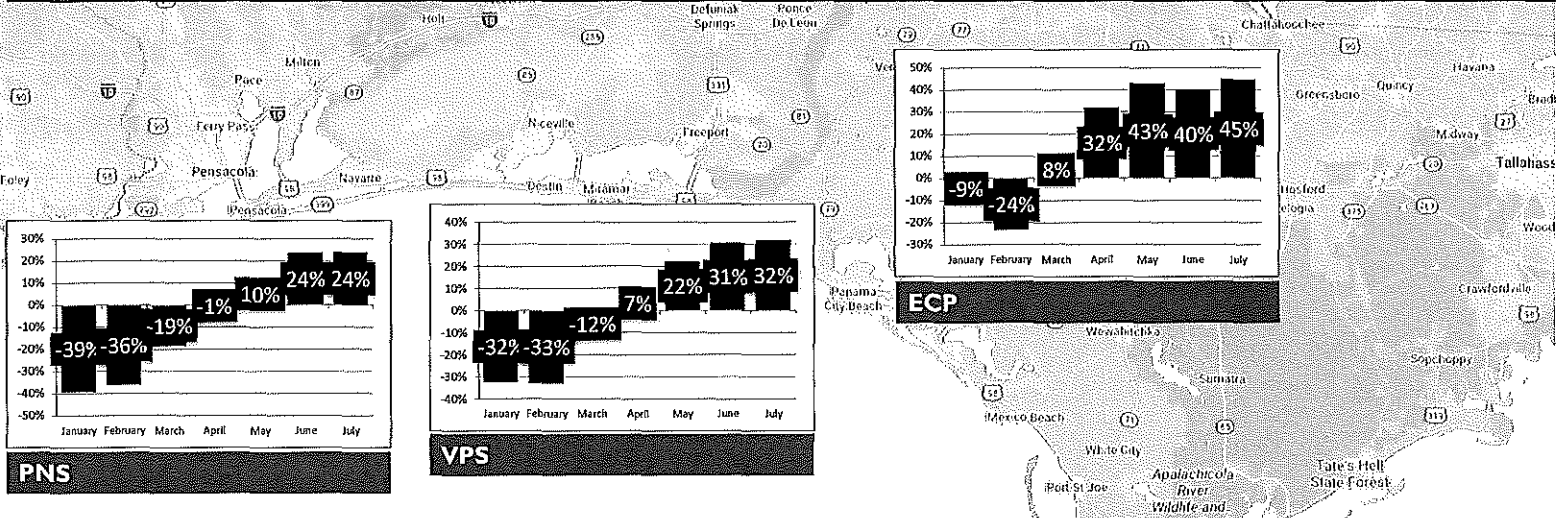
In the immediate Panhandle, almost a third of passengers use VPS.



VPS Had the Most Consistent Passenger Recovery in the Panhandle, Despite Huge Capacity Increases

Passenger Change by Airport in the Florida Panhandle

January 2021 – July 2021 vs. 2019. Source: Voltaire Aviation Consulting Analysis of Airline Data, Inc. TSA Throughput Data

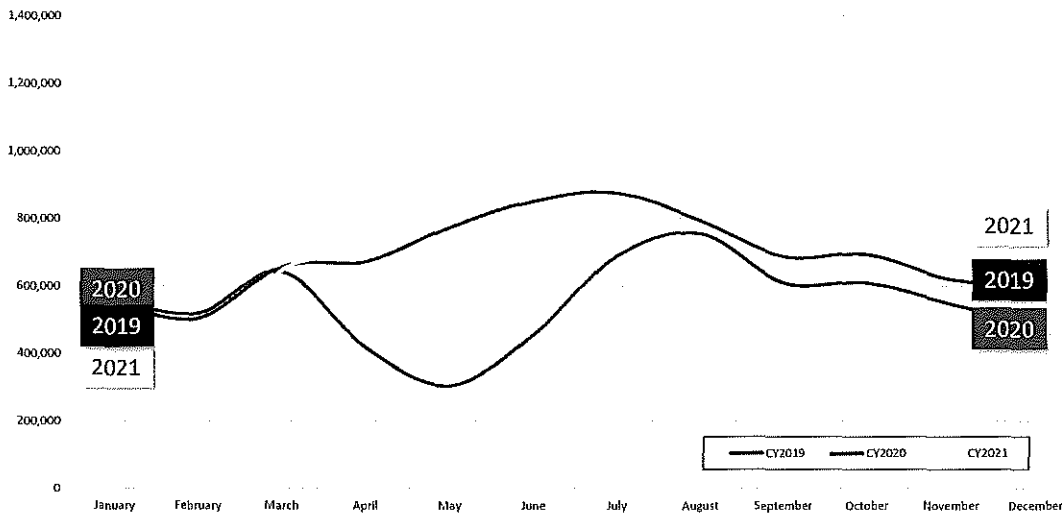


FLY VPS
DESTIN
FORT WALTON BEACH
AIRPORT

VPS Seat Capacity Is Growing Faster than the Rest of the Panhandle, Up 84% Versus 80% for the Region

Florida Panhandle Available Seat Capacity (Includes VPS, ECP, MOB, PNS, and TLH)

January 2019 - December 2021. Source: Volare Aviation Consulting Analysis of Airline Data, Inc. Schedule Data



The panhandle will average 20,380 departing seats per day in 2021 – a new record.

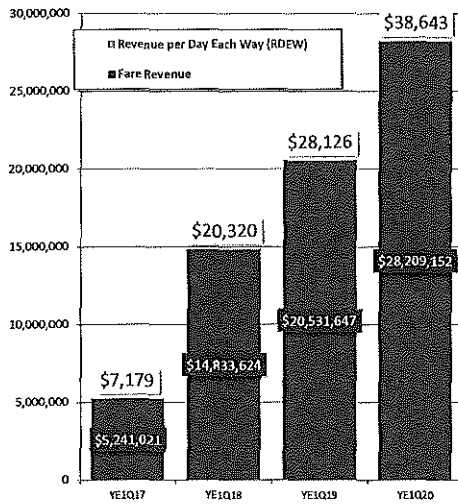


FLY VPS
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AIRPORT

Allegiant Made \$28.1 Million in Pure Fare Revenue at VPS in the Year Before the Pandemic Began

Allegiant's Fare Revenue at Destin-Ft. Walton Beach Airport

Year Ended First Quarter, 2017 – Year Ended First Quarter, 2019. Source: Airline Data, Inc.; Does Not Include Ancillary Revenue



Allegiant averaged almost \$39,000 per day in fare revenue at VPS, before the pandemic.

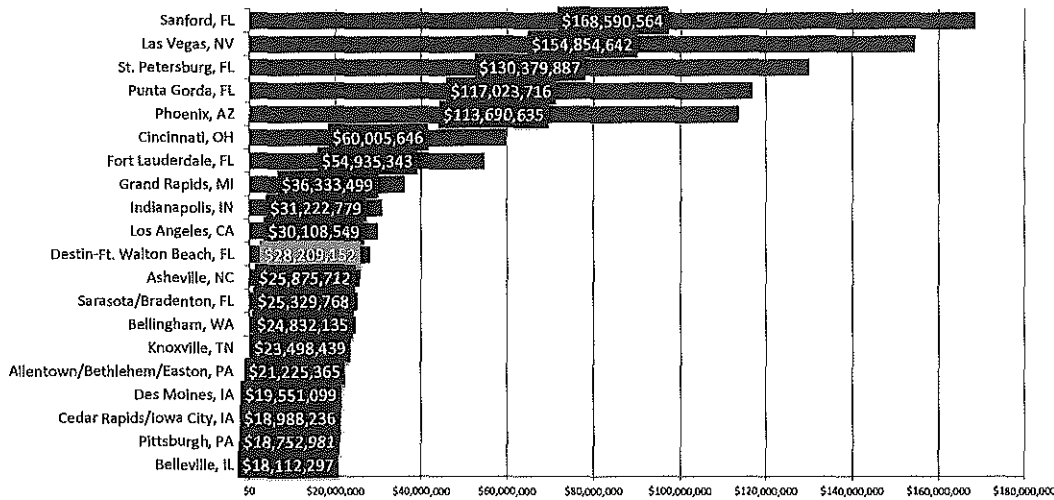


FLY VPS
DESTIN-FORT WALTON BEACH AIRPORT

Before the Pandemic, VPS Was Allegiant's 11th Largest Revenue Market, Generating \$28.2 Million

Top 20 Allegiant Revenue Markets (Includes Base Fare Only)

Year-Ended First Quarter 2020. Source: Volare Aviation Consulting Analysis of Airline Data, Inc. US DOT Data



VPS Allegiant fare revenue represented 1.6% of the entire network's earnings.

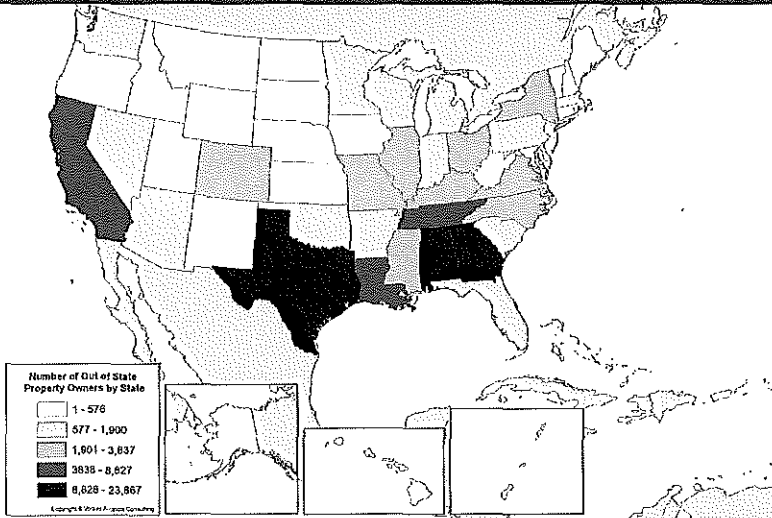


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FORT WALTON BEACH
AIRPORT

More than 126,000 People Outside Florida Own Homes in the Destin-Ft. Walton Beach Area

Primary Home Location for Second Homeowners in the Destin-Ft. Walton Beach Area by State

Fiscal Year 2020, Source: Okaloosa and Walton Counties



More than 15,000 people in Texas own second homes in Okaloosa and Walton Counties.

More than 8,800 people in Tennessee own second homes in the area.

Almost 3,300 people in Illinois own second homes in the two counties.

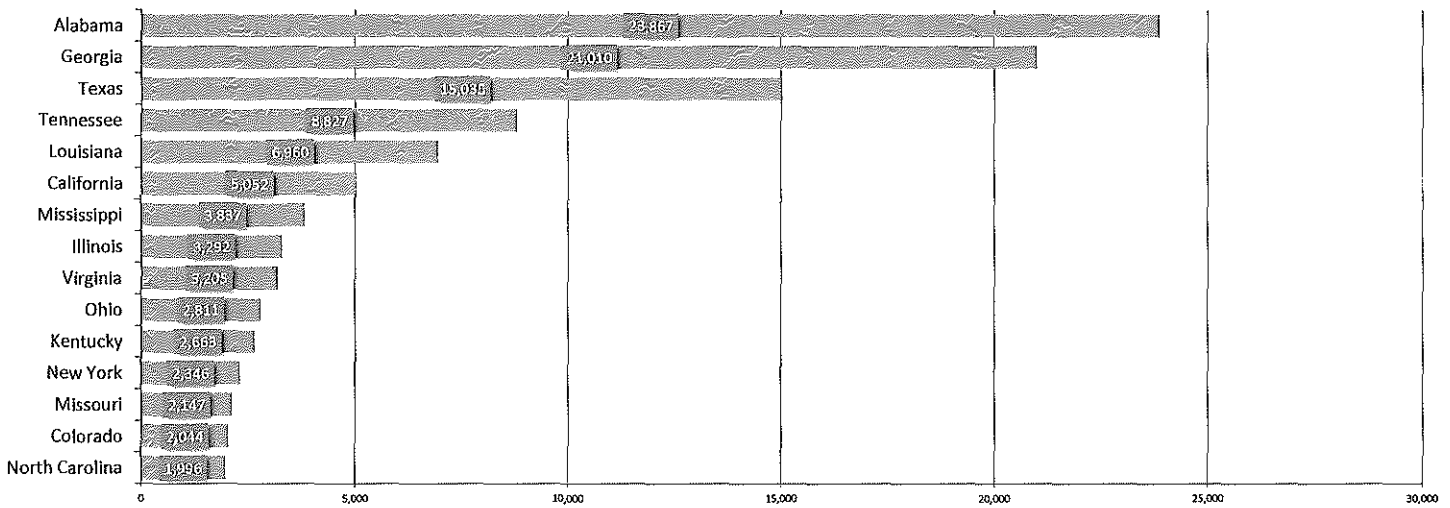


FLY VPS
DESTIN-FORT WALTON BEACH
AIRPORT

The Top 15 States Have a Combined 105,092 Out-of-State Homeowners, or 83% of Second Homeowners

Top 15 Home States for Second Homeowners in the Destin-Ft. Walton Beach Area

Fiscal Year 2020, Source: Okaloosa and Walton Counties

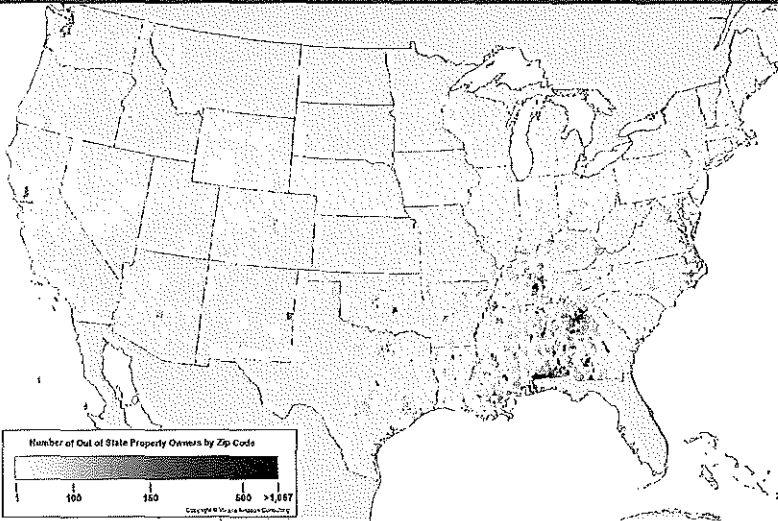


FLY VPS
DESTIN-FORT WALTON BEACH
AIRPORT

More than 126,000 People Outside Florida Own Homes in the Destin-Ft. Walton Beach Area

Primary Home Location for Second Homeowners in the Destin-Ft. Walton Beach Area by Zip Code

Fiscal Year 2020. Source: Okaloosa and Walton Counties



Almost 3,700 people in Houston own second homes in Okaloosa and Walton Counties.

A total of 1,800 people in Dallas own second homes in the area along with more than 700 in Ft. Worth.

Almost 1,200 people in Nashville own second homes in the two counties.

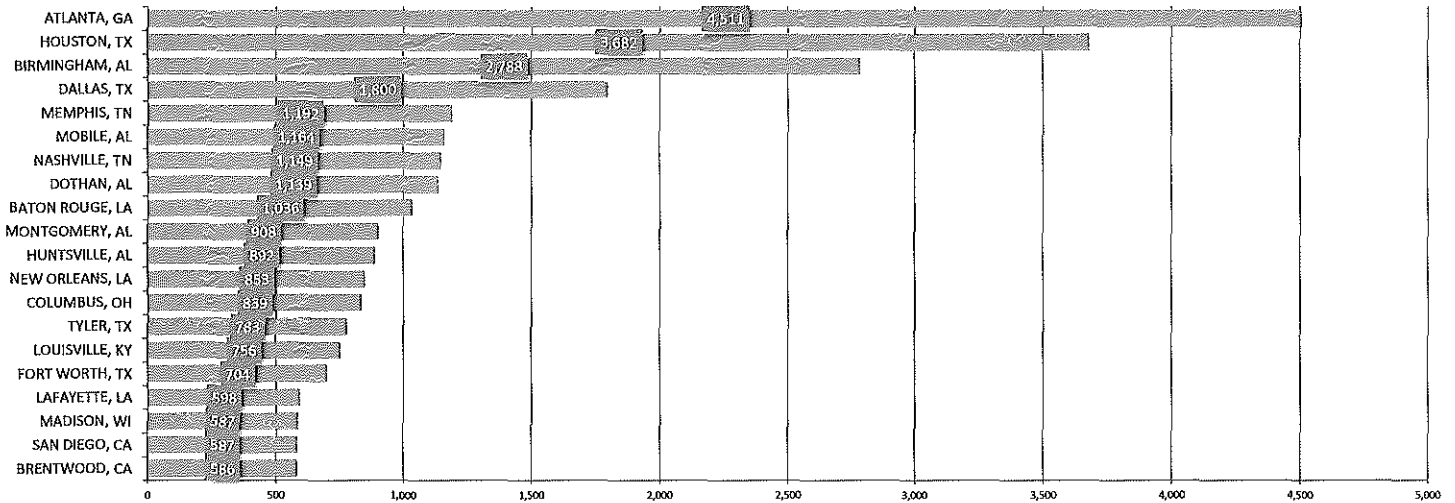


FLY VPS
DESTIN
FORT WALTON BEACH
AIRPORT

The Top 20 Cities Have a Combined 26,554 Out-of-State Homeowners, or 21% of Second Homeowners

Top 20 Home Cities for Second Homeowners in the Destin-Ft. Walton Beach Area

Fiscal Year 2020; Source: Okaloosa and Walton Counties

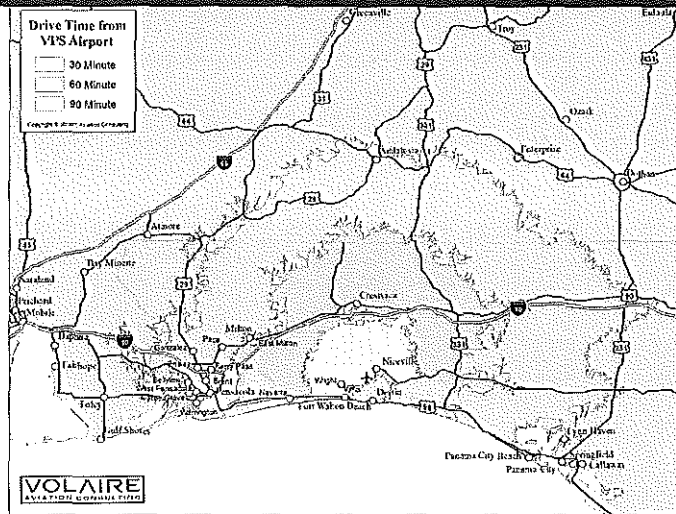


FLY VPS
DESTIN-FORT WALTON BEACH AIRPORT

The Destin-Ft. Walton Beach MSA Is One of the Fastest Growing in the Country

Destin-Ft. Walton Beach Airport Catchment Area

Calendar Year 2019. Source: US Census Data.



A total of 864,100 people live within a 90-minute drive of VPS.

The 90-minute catchment area has grown by 128,000 residents in the last five years, at an average annual rate of 2.5%.

The 60-minute drive catchment area, which includes those who live closer to VPS than any other airport, is home to 355,600 people.

The Destin-Ft. Walton Beach MSA is home to 284,809 people as of the 2019 US Census estimate and is growing at an average annual rate of 1.7%.

Allegiant service at VPS draws from as far away as Tallahassee, Mobile, Gulfport, and Montgomery.



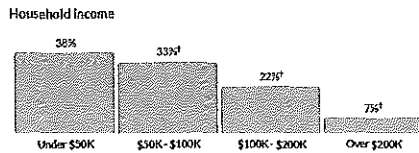
FLY VPS
DESTIN-FORT WALTON BEACH AIRPORT

Destin/Ft. Walton Beach Has Highly Mobile, Well Educated Population, with a High Average Income

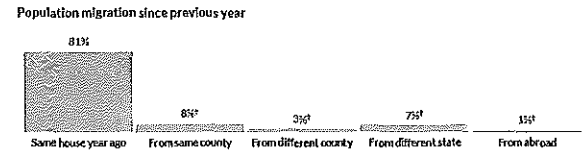
Destin/Ft. Walton Beach Demographic Analysis

Updated for Calendar Year 2019, Source: US Census Data

\$64,222
Median household income
about 10 percent higher than the amount in Florida: \$59,227

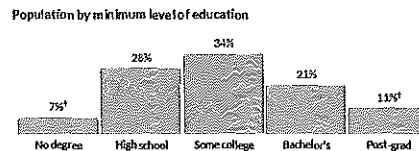


19.4%
Moved since previous year
about 1.3 times the rate in Florida: 15%
about 1.4 times the rate in United States: 13.7%



92.9%
High school grad or higher
a little higher than the rate in Florida: 88.4%

31.6%
Bachelor's degree or higher
a little higher than the rate in Florida: 30.7%



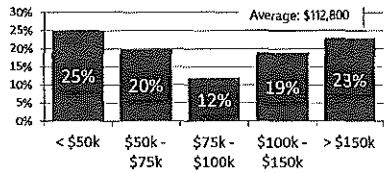
FLY VPS
DESTIN FORT WALTON BEACH AIRPORT

Destin-Ft. Walton Beach Attracts High Income Visitors Who Stay For Less than a Week at a Time

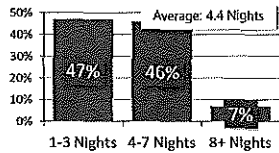
Destin-Ft. Walton Beach Area Tourism Statistics

Calendar Year 2018, Source: Visit Florida State Tourism Study

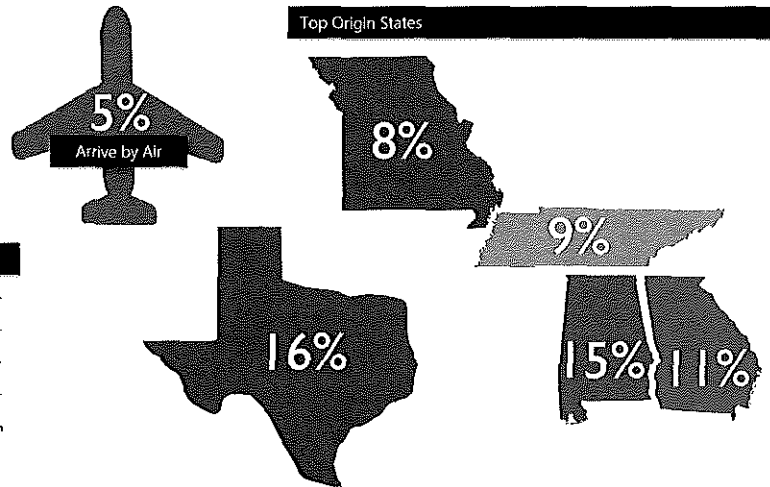
Household Income



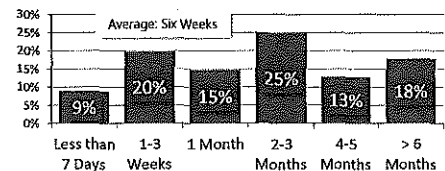
Length of Stay



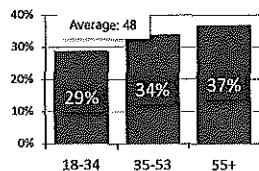
Top Origin States



Trip Planning/Advance Booking



Visitor Age



FLY VPS DESTIN-FORT WALTON BEACH AIRPORT

The Average Fare in the Panhandle is \$180 – Relatively High Despite Low Cost Service

Average One Way Fare in Top 20 Origin and Destination Markets to/from the Florida Panhandle

Year Ended First Quarter 2020 (Includes VPS, ECP, and PNS). Source: Airline Data, Inc.



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The Two Large Military Bases in the Region Employ 25,000+, Joined by Large Tourism Companies

Top Employers in the Destin-Ft. Walton Beach Area

As of January 2021. Source: Okaloosa County Economic Development Council

Rank	Company/Organization	Employees
1	Department of Defense	25,386
2	Okaloosa County School District	5,070
3	Fort Walton Beach Medical	1,222
4	Walmart, combined	1,363
5	Northwest Florida State College	1,081
6	Okaloosa County BCC	936
7	Reliance Test and Technology	750
8	North Okaloosa Medical Center	652
9	BAE	545
10	Boeing	500
11	White Wilson Medical Center	474
12	Okaloosa County Sheriff's Office	400
13	Eglin Federal Credit Union	342
14	Vertex Aerospace Crestview	341
15	Torch Technologies	320
16	iQor	300
17	Lowe's	281
18	Twin Cities Hospital	281
19	Wyndham Vacation Rentals	279
20	HarborWalk Hospitality LLC	262

BAE SYSTEMS

BOEING

microsystems

DRS Technologies
A Finmeccanica Company



JACOBS

InDyne

RESORT QUEST.

LOCKHEED MARTIN



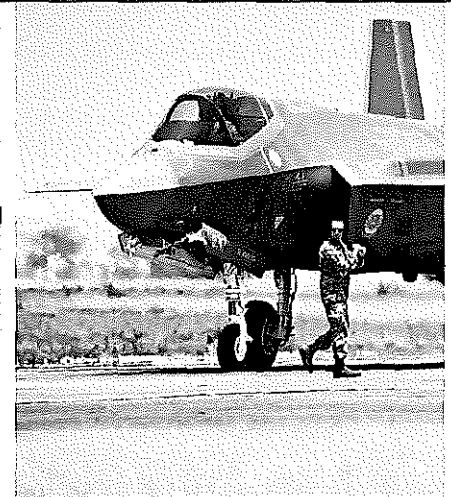
FLY VPS DESTIN FORT WALTON BEACH AIRPORT

The Combined Eglin/Hurlburt Bases Are Home to 25,386 Based Personnel, Not Including NATO Training

Top 25 Largest US Department of Defense Facilities, Ranked by Total Personnel

Fiscal Year 2018. Source: US Department of Defense

STATE	BASE NAME	ACTIVE DUTY				NATIONAL GUARD AND RESERVE						AFF CIVILIAN	NAF CIVILIAN	TOTAL		
		ARMY	NAVY	MARINES	AIR FORCE	ARMY G	ARMY R	NAVY	MARINES	AIR	GUARD				AIR FORCE	
VIRGINIA	NORFOLK NAVAL BASE	1,840	49,128	4,344	1,206	58,516	0	89	1,403	135	0	81	1,658	14,382	1,838	74,594
NORTH CAROLINA	FORT BRAGG	44,551	258	7	338	45,154	1,359	3,074	59	0	4	4,536	10,625	1,951	62,285	
CALIFORNIA	CAMP PENDLETON	17	4,040	35,834	4	39,855	0	0	18	1,556	0	0	1,612	2,682	1,819	48,408
TEXAS	FORT HOOD	36,656	0	0	332	36,988	249	650	0	0	0	6	805	5,373	1,542	44,111
NORTH CAROLINA	CAMP LEJEUNE MCB	22	3,384	32,844	1	36,051	0	1	30	807	0	0	838	3,519	2,412	42,820
WASHINGTON	FORT LEWIS	27,354	0	43	239	27,645	1,916	2,005	8	425	687	3	6,844	6,913	1,966	42,368
CALIFORNIA	SAN DIEGO AVSTA	4	31,951	34	0	31,989	0	0	80	0	0	0	90	4,413	2,794	38,386
TEXAS	LACKLAND AFB	607	793	69	20,159	21,532	0	151	30	12	955	3,076	4,224	9,012	1,284	35,052
COLORADO	FORT CARSON	23,848	7	12	176	24,043	223	2,478	520	91	0	1	3,523	3,532	1,111	32,000
KENTUCKY	FORT CAMPBELL	27,146	0	0	188	27,334	0	101	0	0	0	3	104	3,153	949	31,540
TEXAS	FORT BLISS	25,203	5	14	324	25,546	0	152	0	1	96	11	290	3,978	1,682	31,466
OKLAHOMA	TINNIK AFB	7	1,297	84	4,301	5,689	43	0	294	126	1,042	1,641	3,146	17,076	518	28,429
MARYLAND	FORT GEORGE MEADE	4,978	2,645	789	3,344	10,836	3,392	2,879	15	2	692	287	7,211	893	26,922	
FLORIDA	EGLIN AFB/HURLBURT FIELD	2,180	322	232	12,518	15,412	84	0	1	8	8	1,951	1,544	5,645	1,141	25,135
GEORGIA	FORT BENNING	19,638	8	145	90	19,879	221	605	0	28	0	0	852	4,506	0	25,228
GEORGIA	FORT STEWART	19,656	0	0	132	19,788	669	168	0	0	0	1	838	3,200	624	24,460
WASHINGTON	NAVAL BASE KITSAP-BREMERTON	6	7,480	0	0	7,486	0	0	265	0	0	0	265	16,138	71	23,980
OHIO	WRIGHT-PATTERSON AFB	12	22	13	5,284	5,331	506	51	0	150	3	2,287	2,997	13,881	740	22,569
TEXAS	FORT SAM HOUSTON	7,915	2,828	19	0	10,462	0	589	133	0	0	0	692	9,307	1,199	21,660
GEORGIA	FORBIS AFB	58	0	13	3,215	3,285	0	297	0	4	1,228	1,099	2,558	14,067	567	20,499
HAWAII	SCHOFIELD BARRACKS	15,082	1,759	76	0	16,917	614	3	0	0	0	0	617	1,053	592	19,577
VIRGINIA	FORT BELVOIR	3,379	618	90	396	4,483	386	2,324	5	8	0	76	2,759	10,836	1,152	19,270
KANSAS	FORT RILEY	15,709	0	0	196	15,865	0	113	0	0	0	0	113	2,697	511	19,178
UTAH	HILL AFB	14	0	0	3,738	3,752	0	0	0	0	2	1,351	1,353	12,826	458	16,389
NEW YORK	FORT DRUM	14,961	0	0	157	15,118	121	255	0	0	22	2	400	1,658	658	16,034



Eglin and associated facilities rank as the 14th largest military installation in the world.



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Destin/Ft. Walton Beach Market Update

Prepared by

VOLAIRE
AVIATION

September 2021



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AIRPORT

**Okaloosa County, Florida
Air Service Development Consulting Services
for Destin-Ft. Walton Beach, Florida
RFP AP 26-22**



Volaire Aviation, Inc.

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I. PREVIOUS EXPERIENCE

Current Consultant of Record: Destin-Ft. Walton Beach, Florida

Volaire Aviation Consulting has been the air service development consultant of record for Destin-Fort Walton Beach Airport (VPS) since 2014. In that time, our proposed account executive, Jack Penning, has been personally charged with all air service development tasks. The Airport has seen tremendous growth and success in that period – and Volaire is proud that VPS is the fastest growing airport in Florida, and in the worldwide Volaire client portfolio.

The Volaire team was instrumental in the recruitment of both Southwest Airlines and Allegiant Air. While other airports lost service, our team was able to leverage our market knowledge and expertise to convince Southwest to begin service in May of 2021 – in the middle of the pandemic. We presented detailed market data detailing which markets Southwest should fly, during which seasons, and at what frequency. Southwest's actual VPS service matches Volaire's projections almost perfectly.



Volaire was also charged with landing Allegiant. Our team analyzed potential airline costs against other airports on the Florida panhandle, making the case VPS would be the most cost-effective choice. This hard work led to Allegiant choosing to serve VPS over Pensacola and Panama City,

beginning service in 2016. Allegiant now has a crew base in Destin-Ft. Walton Beach, pumping millions into the local economy each year, and offering nonstop service to more than 30 cities.

Volaire's current role has shifted to one of making sure VPS' limited airline slots are utilized in the most advantageous manner for Okaloosa County's economic development. Volaire ensures all airlines are within slot allocations and suggests schedule changes to ensure airport facilities are not overburdened. This work takes special expertise that only Volaire can offer.

Despite limited available slots in the peak season, we believe there is significant potential for additional success in the coming years at VPS. We understand the market better than any other firm and we are confident in our ability to best position the Airport for additional service.

Number of Clients and Client List

Volaire has extensive experience working with a wide range of airports. Our experience, and the relationships our Project Managers have with airports and stakeholders, have enabled us to grow our client list quickly. The company was formed in December 2016. Since then, Volaire has performed consulting services for 82 airports. This work includes air service development consulting, marketing, branding, promotion, advertising, and data analysis.

A complete list of our clients is shown in Exhibit 1, ranked in descending order of FAA 2019 enplanements. Destin-Ft. Walton Beach Airport (VPS) ranks as the ninth-largest airport for which Volaire has performed air service development services.

Exhibit 1. Volaire Aviation Consulting Client List Ranked by FAA 2019 Enplanements

Rank	Code	Client Airport Name	FAA CY 2019 Enplanements	Rank	Code	Client Airport Name	FAA CY 2019 Enplanements
1	CLT	Charlotte Douglas International Airport	24,199,688	42	CLL	Easterwood Airport	83,832
2	SJU	San Juan Luis Muñoz Marín International Airport	4,590,117	43	SPI	Abraham Lincoln Capital Airport	75,407
3	TUS	Tucson Airport Authority	1,849,081	44	EAT	Pangborn Memorial Airport	64,619
4	TUL	Tulsa International Airport	1,507,756	45	LCH	Lake Charles Regional Airport	62,057
5	MYR	Myrtle Beach International Airport	1,285,200	46	PGV	Pitt-Greenville Airport	54,285
6	PIE	St. Pete-Clearwater International Airport	1,143,483	47	CSG	Columbus Airport	52,351
7	XNA	Northwest Arkansas Regional Airport	891,237	48	JLN	Joplin Regional Airport	48,005
8	PGD	Charlotte County Airport Authority	821,557	49	FLO	Florence Regional Airport	42,876
9	VPS	Destin-Ft. Walton Beach Airport	813,600	50	CKB	North Central West Virginia Airport	41,802
10	BTV	Burlington International Airport	687,436	51	GCK	Garden City Regional Airport	26,073
11	SGF	Springfield-Branson National Airport	585,164	52	CIU	Chippewa County International Airport	24,390
12	FSD	Sioux Falls Regional Airport	576,354	53	EAU	Chippewa Valley Regional Airport	24,268
13	CHA	Chattanooga Metropolitan Airport	553,142	54	RKS	Rock Springs Sweetwater County Airport	24,056
14	MFR	Rogue Valley International-Medford Airport	528,362	55	ALO	Waterloo Regional Airport	23,503
15	EYW	Key West International Airport	497,656	56	ART	Watertown International Airport	22,512
16	PSC	Tri-Cities Airport, Port of Pasco	438,015	57	EAR	Keamey Regional Airport	21,305
17	TLH	Tallahassee International Airport	415,272	58	IPT	Williamsport Regional Airport	20,442
18	YQG	Windsor International Airport	383,000	59	MEI	Meridian Airport Authority	19,765
19	FCA	Glacier Park International Airport	356,454	60	SHD	Shenandoah Valley Regional Airport	17,584
20	DAB	Daytona Beach International Airport	340,815	61	LBF	North Platte Regional Airport	16,120
21	MOB	Mobile Regional Airport	328,246	62	HYS	Hays Regional Airport	14,758
22	BIS	Bismarck Municipal Airport	311,618	63	OTH	Southwest Oregon Regional Airport	13,393
23	SBP	San Luis Obispo County Regional Airport	267,924	64	PQI	Northern Maine Regional Airport at Presque Isle	13,244
24	TRI	Tri-Cities Airport	220,827	65	LWB	Greenbrier Valley Airport	12,858
25	PHF	Newport News/Williamsburg Int'l Airport	211,487	66	APN	Alpena County Regional Airport	12,523
26	EGE	Eagle County Regional Airport	191,377	67	PUB	Pueblo Memorial Airport	12,230
27	RST	Rochester International Airport	183,187	68	CGI	Cape Girardeau Regional Airport	11,838
28	JQF	Concord Regional Airport	179,987	69	PIB	Hattiesburg-Laurel Regional Airport	11,638
29	GTF	Great Falls International Airport	175,613	70	FOE	Topeka Regional Airport	11,573
30	IDA	Idaho Falls Regional Airport	175,549	71	CEC	Dei Norte County Regional Airport	9,144
31	BLV	Mid-America St. Louis Airport	153,753	72	CDR	Chadron Airport	4,233
32	AZO	Kalamazoo/Battle Creek International Airport	151,254	73	CDR	Chadron Municipal Airport	4,233
33	IFP	Laughlin/Bullhead International Airport	134,498	74	GLH	Greenville Mid Delta Airport	3,687
34	BFL	Bakersfield Meadows Field Airport	129,669	75	AIA	Alliance Airport	3,065
35	BRO	Brownsville/South Padre Int'l Airport	129,407	76	BWG	Bowling Green-Warren County Regional Airport	(None)
36	PBG	Plattsburgh International Airport	125,499	77	DKB	DeKalb Taylor Municipal Airport	(None)
37	RFD	Chicago Rockford International Airport	116,767	78	EPM	Eastport Municipal Airport	(None)
38	MLU	Monroe Regional Airport	115,593	79	IYK	Inyokern Airport	(None)
39	CMI	University of Illinois - Willard Airport	105,559	80	NQA	Millington Regional Jetport	(None)
40	SCK	Stockton Metropolitan Airport	101,156	81	UST	Northeast Florida Regional Airport	(None)
41	ACV	Humboldt County	86,147	82	YNG	Youngstown-Warren Regional Airport	(None)

State of Florida Airport Clients

Volaire currently works with the following Florida airports on a retainer basis: Destin-Fort Walton Beach Airport (VPS), Tallahassee International Airport (TLH), Northeast Florida Regional Airport (UST), Daytona Beach International Airport (DAB), Lakeland Linder International Airport (LAL), Treasure Coast International Airport (FPR), and Punta Gorda Airport (PGD).

We also work on an on-call / per-project basis with St. Pete-Clearwater International Airport (PIE) and Key West International Airport (EYW).

Past Success in Landing New Air Service

The best way to measure Volaire's success is to list the services announced by airlines at our client airports after we presented business cases to airlines. As shown in Exhibit 2, Tables 1 and 2, airlines have launched 234 new routes at client airports since Volaire was founded.

Exhibit 2. List of Volaire Aviation Client New Air Service by Market, Airline and Year – Table 1.

Market	Year	Airline	Market	Year	Airline
1 Arcata/Eureka-Burbank	2021	Avelo	60 Destin-Philadelphia	2021	American
2 Arcata/Eureka-Phoenix/Mesa	2021	American	61 Destin-Pittsburgh	2017	Allegiant
3 Bakersfield-Dallas/Ft. Worth	2019	American	62 Destin-Raleigh/Durham	2021	American
4 Bellingham-Denver	2018	Allegiant	63 Destin-Rockford	2019	Allegiant
5 Bellingham-Las Vegas	2021	Southwest	64 Destin-Springfield, MO	2017	Allegiant
6 Bellingham-Oakland	2021	Southwest	65 Destin-St. Cloud	2021	Allegiant
7 Bismarck-Phoenix/Mesa	2020	American	66 Destin-Washington Reagan	2018	American
8 Burlington-Boston	2021	Boutique	67 Destin/Ft. Walton Beach-Las Vegas	2021	Allegiant
9 Burlington-Dallas/Ft. Worth	2021	American	68 Destin/Ft. Walton Beach-Minneapolis/St. Paul	2021	Allegiant
10 Burlington-Denver	2019	Frontier	69 Dodge City-Denver	2018	Boutique
11 Burlington-Denver	2019	United	70 Eagle/Vail-Los Angeles	2018	United
12 Burlington-Miami	2021	American	71 Eagle/Vail-New York Laguardia	2018	American
13 Cape Girardeau-Chicago	2017	United	72 Eagle/Vail-Philadelphia	2019	American
14 Champaign/Urbana-Charlotte	2018	American	73 Eureka/Arcata-Denver	2019	United
15 Champaign/Urbana-Chicago	2017	United	74 Eureka/Arcata-Los Angeles	2018	United
16 Charlotte-GaudalaJara	2018	Volaris	75 Fort Leonard Wood-Chicago	2021	United
17 Charlotte/Concord-Melbourne	2021	Allegiant	76 Ft. Myers/Punta Gorda-Austin	2021	Allegiant
18 Charlotte/Concord-Sarasota	2021	Allegiant	77 Ft. Myers/Punta Gorda-Minneapolis/St. Paul	2021	Allegiant
19 Chattanooga-Houston	2020	United	78 Ft. Myers/Punta Gorda-Minneapolis/St. Paul	2021	Sun Country
20 Chattanooga-New York Laguardia	2018	Delta	79 Ft. Myers/Punta Gorda-Northwest Arkansas	2021	Allegiant
21 Chattanooga-Philadelphia	2019	American	80 Grand Junction-Chicago	2019	United
22 Chattanooga-Washington Dulles	2018	United	81 Grand Junction-Los Angeles	2017	American
23 Clarksburg-Chicago	2017	United	82 Grand Junction-Phoenix/Mesa	2019	Allegiant
24 Clarksburg-Chicago	2021	Allegiant	83 Green Bay-Denver	2019	Frontier
25 Clarksburg-Washington Dulles	2017	United	84 Hagerstown-Myrtle Beach	2019	Allegiant
26 Concord-Destin	2018	Allegiant	85 Hattiesburg-Houston	2020	United
27 Dayton-Destin	2020	Allegiant	86 Hilton Head-Atlanta	2019	Delta
28 Dayton-Houston	2018	United	87 Hilton Head-Boston	2021	American
29 Dayton-Myrtle Beach	2017	American	88 Hilton Head-Boston	2021	Delta
30 Dayton-Miami	2020	American	89 Hilton Head-Chicago	2019	United
31 Daytona Beach-Dallas/Ft. Worth	2020	American	90 Hilton Head-Chicago	2020	American
32 Daytona Beach-Philadelphia	2020	American	91 Hilton Head-Cincinnati	2021	United
33 Destin-Asheville	2021	Allegiant	92 Hilton Head-Cleveland	2021	United
34 Destin-Austin	2017	Allegiant	93 Hilton Head-Columbus	2021	United
35 Destin-Austin	2021	Southwest	94 Hilton Head-Dallas/Ft. Worth	2020	American
36 Destin-Baltimore	2017	Allegiant	95 Hilton Head-Indianapolis	2021	United
37 Destin-Baltimore	2021	Southwest	96 Hilton Head-New York LaGuardia	2019	Delta
38 Destin-Boston	2020	Allegiant	97 Hilton Head-New York LaGuardia	2021	Delta
39 Destin-Chicago	2019	American	98 Hilton Head-Newark	2019	United
40 Destin-Chicago	2019	United	99 Hilton Head-Philadelphia	2020	American
41 Destin-Chicago	2020	Allegiant	100 Hilton Head-Pittsburgh	2021	United
42 Destin-Chicago	2021	Southwest	101 Hilton Head-St. Louis	2021	United
43 Destin-Clarksburg	2021	Allegiant	102 Hilton Head-Washington Dulles	2019	United
44 Destin-Cleveland	2017	Allegiant	103 Hilton Head-Washington Reagan	2019	American
45 Destin-Columbus, OH	2017	Allegiant	104 Idaho Falls-Dallas/Ft. Worth	2021	American
46 Destin-Dallas Love	2021	Southwest	105 Idaho Falls-Phoenix/Mesa	2021	American
47 Destin-Denver	2019	United	106 Idaho Falls-Portland, OR	2021	Allegiant
48 Destin-Grand Rapids	2021	Allegiant	107 Idaho Falls-San Diego	2020	Allegiant
49 Destin-Houston	2020	Allegiant	108 Idaho Falls-Seattle/Everett	2021	Alaska
50 Destin-Huntington	2019	Allegiant	109 Joplin-Chicago	2019	American
51 Destin-Indianapolis	2017	Allegiant	110 Joplin-Chicago	2021	United
52 Destin-Kansas City	2017	Allegiant	111 Joplin-Denver	2021	United
53 Destin-Louisville	2017	Allegiant	112 Joplin-Houston	2021	United
54 Destin-Milwaukee	2021	Southwest	113 Kalspell-Charlotte	2021	American
55 Destin-Nashville	2021	Southwest	114 Kalspell-Minneapolis/St. Paul	2021	Sun Country
56 Destin-Nashville	2018	Allegiant	115 Kalspell-Charlotte	2021	American
57 Destin-Newark	2017	Allegiant	116 Kalspell-Chicago	2019	American
58 Destin-Orlando	2019	Silver	117 Kalspell-Dallas/Ft. Worth	2019	American
59 Destin-Peoria	2017	Allegiant	118 Kalspell-Denver	2021	Frontier

Exhibit 2. List of Volaire Aviation Client New Air Service by Market, Airline and Year – Table 2.

	Market	Year	Airline		Market	Year	Airline
119	Kallispell-Houston	2021	United	178	Pasco-Burbank	2021	Avelo
120	Kallispell-Los Angeles	2018	United	179	Pasco-Chicago	2020	United
121	Kallispell-Los Angeles	2019	American	180	Pasco-Los Angeles	2019	United
122	Kallispell-Los Angeles	2021	Alaska	181	Pasco-San Diego	2021	Allegiant
123	Kallispell-Minneapolis/St. Paul	2020	Sun Country	182	Plattsburgh-Washington Dulles	2018	United
124	Kallispell-New York JFK	2021	JetBlue	183	Prescott-Denver	2018	United
125	Kallispell-New York LaGuardia	2021	American	184	Prescott-Los Angeles	2018	United
126	Kallispell-Phoenix/Mesa	2019	Allegiant	185	Presque Isle-Newark	2018	United
127	Kallispell-San Diego	2021	Alaska	186	Presque Isle-Washington Dulles	2020	United
128	Kallispell-San Diego	2021	Allegiant	187	Punta Gorda-Baltimore	2021	Allegiant
129	Kallispell-Seattle/Everett	2021	Delta	188	Punta Gorda-Chicago	2020	Allegiant
130	Kearney-Denver	2018	United	189	Punta Gorda-Houston	2020	Allegiant
131	Key West-Asheville	2021	Allegiant	190	Rhineland-Chicago	2021	United
132	Key West-Boston	2019	American	191	Rochester, MN-Chicago	2017	United
133	Key West-Boston	2021	JetBlue	192	Rochester, MN-Chicago	2020	United
134	Key West-Chicago	2019	American	193	Rochester, MN-Denver	2020	United
135	Key West-Cincinnati	2021	Allegiant	194	San Luis Obispo-Dallas/Ft. Worth	2019	American
136	Key West-Dallas/Ft. Worth	2018	American	195	San Luis Obispo-Denver	2017	United
137	Key West-Houston	2020	United	196	San Luis Obispo-Portland, OR	2021	Alaska
138	Key West-Indianapolis	2021	Allegiant	197	San Luis Obispo-San Diego	2021	Alaska
139	Key West-Nashville	2021	Allegiant	198	Shenandoah Valley-Chicago	2018	United
140	Key West-New York JFK	2021	JetBlue	199	Shenandoah Valley-Washington Dulles	2018	United
141	Key West-New York LaGuardia	2019	Delta	200	Sioux Falls-Austin	2021	Allegiant
142	Key West-Orlando	2021	Allegiant	201	Sioux Falls-Charlotte	2020	American
143	Key West-Philadelphia	2019	American	202	Sioux Falls-Las Vegas	2021	Frontier
144	Key West-Pittsburgh	2021	Allegiant	203	Sioux Falls-Los Angeles	2021	Allegiant
145	Key West-Washington Dulles	2020	United	204	Sioux Falls-Nashville	2020	Allegiant
146	Laughlin/Bullhead City-Phoenix	2017	American	205	Sioux Falls-Orlando	2021	Frontier
147	Lewisburg/Greenbriar-Chicago	2018	United	206	Sioux Falls-San Diego	2020	Allegiant
148	Lewisburg/Greenbriar-Washington Dulles	2018	United	207	Sioux Falls-Fort Lauderdale	2021	Allegiant
149	Liberal-Denver	2018	United	208	Springfield-Houston	2021	Allegiant
150	Medford-Burbank	2021	Avelo	209	Springfield-Austin	2021	Allegiant
151	Medford-Los Angeles	2020	Alaska	210	Springfield-Ft. Myers/Punta Gorda	2021	Allegiant
152	Medford-Orange County	2021	Allegiant	211	Springfield-Phoenix/Mesa	2021	Allegiant
153	Medford-San Diego	2020	Allegiant	212	St. Petersburg-Key West	2021	Allegiant
154	Meridian-Chicago	2017	American	213	St. Petersburg-Minneapolis/St. Paul	2021	Sun Country
155	Meridian-Houston	2020	United	214	St. Petersburg-Phoenix	2017	Allegiant
156	MidAmerica St. Louis-Charleston, SC	2021	Allegiant	215	St. Petersburg-Toronto Hamilton	2021	Swoop
157	MidAmerica St. Louis-Myrtle Beach	2017	Allegiant	216	St. Petersburg-Toronto Pearson	2021	Swoop
158	MidAmerica St. Louis-Phoenix	2017	Allegiant	217	Tallahassee-Houston	2020	United
159	MidAmerica St. Louis-Savannah	2020	Allegiant	218	Tallahassee-Washington Reagan	2018	American
160	MidAmerica St. Louis-Fort Lauderdale	2017	Allegiant	219	Tri-Cities (TN/VA)-Dallas/Ft. Worth	2019	American
161	Mobile-Chicago	2019	Frontier	220	Tucson-Bellingham	2018	Allegiant
162	Mobile-Denver	2019	Frontier	221	Tucson-Charlotte	2018	American
163	Newburgh-Destin	2020	Allegiant	222	Tucson-Chicago	2017	United
164	Northwest Arkansas-Austin	2021	Allegiant	223	Tucson-Denver	2018	Frontier
165	Northwest Arkansas-Denver	2019	Frontier	224	Tucson-Houston	2020	Southwest
166	Northwest Arkansas-Destin	2018	Allegiant	225	Tucson-Las Vegas	2020	Allegiant
167	Northwest Arkansas-Houston	2021	Allegiant	226	Tucson-Las Vegas	2021	Frontier
168	Northwest Arkansas-Las Vegas	2021	Frontier	227	Tucson-Minneapolis/St. Paul	2017	Sun Country
169	Northwest Arkansas-Miami	2019	American	228	Tucson-Provo	2018	Allegiant
170	Northwest Arkansas-Nashville	2019	Allegiant	229	Tucson-San Jose	2017	Alaska
171	Northwest Arkansas-New Orleans	2021	Breeze	230	Tucson-Seattle/Everett	2021	Alaska
172	Northwest Arkansas-Orlando	2021	Frontier	231	Tulsa-Los Angeles	2019	American
173	Northwest Arkansas-Philadelphia	2019	American	232	Williamsport-Charlotte	2020	American
174	Northwest Arkansas-San Antonio	2021	Breeze	233	Windsor-Montreal	2018	Air Canada
175	Northwest Arkansas-Fort Lauderdale	2021	Allegiant	234	Windsor-Samana	2017	Air Transat
176	Northwest Arkansas-Tampa	2021	Breeze				
177	Northwest Arkansas-Washington Reagan	2017	American				

Our team is confident Destin-Fort Walton Beach Airport's continued investment in air service development services has, and will continue to, pay off. With Southwest now firmly established in the market, joining American, Delta, and Allegiant, there is significant potential for even greater growth in the future, despite slot constraints.

Voltaire hopes to continue its long-standing relationship with the best-located airport in the Florida Panhandle.

II. EXAMPLE MEETING PROPOSAL

As the consultant of record for Destin-Ft. Walton Beach Airport, Volaire has prepared more than 100 airline presentation documents on behalf of the airport since 2017. We have included, in a separate document, our most recent air service development proposal for VPS: a September 2021 presentation for an in-person meeting with Allegiant Air.

**Destin/Ft. Walton Beach
Market Update**
 Prepared by
VOLAIRE
 AVIATION
 September 2021

Destin/Ft. Walton Beach Passengers Were Up 113% in the Five Years Before the Pandemic

O&D Passengers and Average One Way Fares at Destin-Ft. Walton Beach Airport
(Year Ended First Quarter 2011 - Year Ended First Quarter 2021) - Source: Airline Data, Inc.

Year	O&D Passengers	Average One Way Fare (PDEW)
2011	671,912	920.4
2012	690,695	945.2
2013	721,842	988.8
2014	700,618	959.8
2015	708,032	969.9
2016	739,173	1,012.6
2017	902,643	1,236.5
2018	1,159,780	1,588.7
2019	1,381,423	1,892.4
2020	1,570,786	2,151.8
2021	916,816	1,255.9

Just before the pandemic, VPS served an average of 1,139 more passengers per day each way (PDEW) than in 2016.

VPS originating passengers are 50% of all demand.

III. DESTIN-FT. WALTON BEACH APPROACH

Work Plan

The Scope of Services required by Okaloosa County, and Destin-Ft. Walton Beach Airport, fits Volaire's capabilities well. Our experience in the market is unmatched.

Through its account executive, Jack Penning, Volaire will continue to provide air service business case data and expertise in easily understood and compelling business case presentation formats. We will also continue to collaborate with the Airport team for presentation of the business cases to airlines.

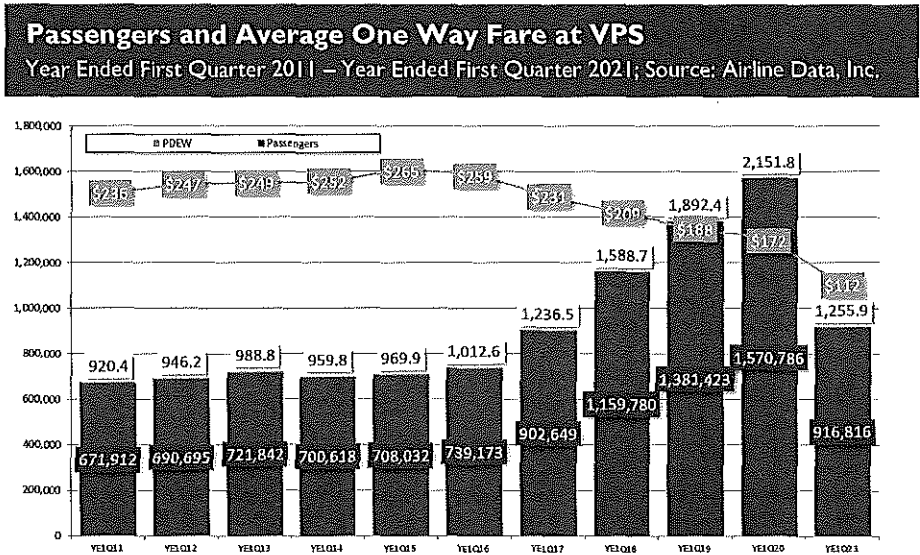
As the industry continues its long uphill climb out of the economic gulf created by COVID-19, our work with VPS has helped the Airport to grow rapidly, even as other airports lose capacity. The upcoming challenge in the market, which other consultants are unlikely to understand, is the slot requirements imposed by the Airport's joint use agreement with the US Air Force. Air service development is still possible, but any and all new service will have to be tailored around slot restrictions.

Voltaire will also continue its work as a slot administrator, helping the Airport to ensure airlines are not operating outside their assigned time windows. Any other firm would have to begin building slot models from scratch. Voltaire has already developed these models, which are being used for VPS today.

Our overarching goal is to assist Destin-Ft. Walton Beach Airport in building and maintaining its relationship with its incumbent airlines, as well as establishing new channels of communication with potential air service providers. More so than many other air service consulting firms, Voltaire has an outstanding relationship with all US carriers, large and small, including those that have the potential to provide viable and sustainable air service at the Airport.

The Destin-Ft. Walton Beach Market

Since 2014, when Voltaire's account executive for Destin-Ft. Walton Beach Airport began his work with VPS, the Airport has grown passengers from around 700,000 per year to more than 1.5 million (refer to the chart to the right). The increase in passengers since Voltaire has worked with the Airport has netted VPS more than \$10.5 million in additional Passenger Facility Charge (PFC) revenue, alone. That does not begin to count the additional passenger revenue from parking, rental car fees, and terminal concessions. The Voltaire –



VPS relationship has true financial value to Destin-Ft. Walton Beach Airport, making VPS' Volaire contract well worth the expense.

When Volaire began its work in Destin-Ft. Walton Beach, there was no low cost airline service at the Airport. The average fare in the market, paid by passengers flying in and out of VPS, was exceptionally high – at \$252 one way (refer to the chart on the previous page). Volaire worked with the Airport to recruit both Allegiant and Southwest to the market. With low cost competition, the average one way fare is now just \$112, making the market more affordable, and stimulating new trips – bringing hundreds of thousands of new tourists to the Emerald Coast.

Since Volaire became the air service development consultant of record for Destin-Ft. Walton Beach Airport, it has moved from the

Statistical Summary of the Panhandle Region

Year Ended First Quarter 2020 (Ranked by Passengers); Source: Airline Data, Inc.

Airport	Code	Passengers	PDEW	O/W Fare	Revenue	Coupons	Share
Pensacola International Airport	PNS	2,087,785	2,860.0	\$213	\$444,891,776	1.7	33.3%
Destin Fort Walton Beach Airport	VPS	1,570,786	2,151.8	\$172	\$269,445,602	1.6	25.1%
Panama City NW Florida Beaches	ECP	1,188,541	1,628.1	\$198	\$234,968,360	1.7	19.0%
Tallahassee International Airport	TLH	782,722	1,072.2	\$251	\$196,332,936	1.8	12.5%
Mobile Regional Airport	MOB	635,923	871.1	\$267	\$169,798,970	1.9	10.1%
Totals		6,265,757	8,583.2	\$210	\$1,315,437,644	1.7	100.0%

smallest airport on the Florida panhandle, with less than 15% of panhandle passengers, to the second largest, with a quarter of total passengers (refer to the chart above). Only Pensacola serves more passengers than VPS, as of data from just before the pandemic began. Our strategy, to tie VPS' low airline costs to the location of the Airport near the best beaches in the region, has paid off for the whole community and region.

The key to future air service development will be working around slot restrictions to help airlines identify times of the day when slots are available and making those opportunities fit into airlines' already established network business plans. This will take exceptional skill and knowledge of airline schedules, along with clear communication illustrating the potential passenger and revenue benefit of flying to VPS, even when the schedule is not an ideal middle-of-the-day aircraft turn.

Voltaire consultants have been instrumental in helping VPS establish its slot program in 2022. Voltaire's account executive, Jack Penning, understands the current slot program, scheduling parameters, and policy better than any air service development consultant in the country – because he helped to create the guidelines. No other firm has the level of expertise required to navigate slot assignments and still work within the program to grow passengers and airline service.

The New Reality of Air Service Development

In years past, a customary air service development strategy included one or more annual airline headquarters visits, which were often the culmination of introductory discussions forged at conferences and other industry events throughout the calendar year. Today, airline networks change on a weekly basis. Voltaire has worked to keep its clients – including Destin-Ft. Walton Beach Airport – in constant communication with airlines. VPS is also fortunate to be able to host airline executives on-site, rather than having to travel to events and headquarters.

Volaire keeps abreast of ever-changing network strategies and scheduling tactics of both individual existing airlines and new start-up airlines. That determines how our clients can benefit from both strategic or tactical changes to existing airline networks and how a client's community may be a fit for a new start-up airline.

Our on-going analysis of client airport O&D traffic, fare, and point-of-origin trends, coupled with our understanding of airline-specific network strategies and tactics, is used to build business cases for new service. Over the past year, we assisted multiple leisure-oriented markets secure several new routes and recruit new carriers as airlines shifted away from business markets to leisure markets. Destin-Ft. Walton Beach Airport has been a major beneficiary of this work over the last 12-months, with Volaire helping to secure Southwest Airlines service at VPS.

While the past data will continue to paint a picture of potential opportunities, most of the story we share with airlines in the post-COVID world will have its foundation grounded in intelligence gathered at the local level. It will be more important than ever for the Airport and Volaire to share any and all developments within the community pertinent to current and future demand opportunities, especially those that will not be apparent in the historical demand data for the foreseeable future. With an aversion to financial risk not seen since the days of 9/11 and the Great Recession, now more than ever airlines require data from communities, and that data must be both credible and actionable. Volaire works hard to get beyond base data and into the economic factors driving the data, in all airline presentation materials.

Additional Experience and Information Pertinent to the Respondent's Qualifications

Airline Relationship Development

The work presented by Volaire is highly respected by airline route planners who make the decisions to begin new service and allocate additional capacity in existing markets. Our work is well-respected because we include only relevant, detailed data in our business cases, and we rarely leave a meeting with questions we could not answer during the meeting.

We can schedule meetings with airlines not only because our contacts know and respect our work, but also because our contacts know we will not request a meeting unless we believe our client has a valid business case for the new service or additional capacity we are proposing.

Publications, Messaging, and Presentations

Our proposed account executive, Jack Penning, has extensive experience presenting technical analyses and data to airport board members and other stakeholders in the communities he serves. Jack typically makes at least one community visit/presentation to all of his assigned client airports per year.

While data would be an ongoing component of these presentations, much of the discussions would focus on the importance of ongoing community support for air service. Jack outlines the realities of the current air service environment, discusses what other communities are doing to rebuild and maintain their air service in the wake of COVID-19, and listens to the economic challenges and opportunities facing the community.

Economic Analysis and Market Research

Volaire is well-versed in performing economic analyses and market research. Another Volaire Managing Partner, Michael Mooney, is Volaire's expert in economic impact analyses and has produced many economic analysis reports for our clients during the past several years.

More than ever, market research will be fundamental to building the business cases Volaire will present to airlines in the post-COVID-19 environment. In addition to traditional airline capacity, traffic, and fare trends in our business cases; tourism data such as visitor trend data, visitor demographic data, hotel occupancy/revenue data, second homeowner and employment data will be critical components of airline discussions. Today, airlines really want to know what has changed in an airport's catchment area that will drive demand for additional air service versus the months leading into March 2020.

Data Resources

Volaire Aviation uses data from the following sources to perform air service analyses and build business cases:

- Airline Data Inc. – U.S. DOT DB1A Traffic and Revenue Data and Airline Schedule Data
- Sabre – Marketing Information Data Tapes (MIDT) Data
- Airlines Reporting Corporation (ARC) – U.S. Airline Ticket Sales Data

On-Call Data and Research

Volaire can assist its clients by helping them with:

- Weekly capacity change reports detailing week-by-week capacity changes and year-over-year capacity changes by airline and market.
- Monthly airline schedule reports detailing arriving and departing flight information by date.
- Quarterly DOT traffic and fare data based on DOT DB1A survey data that Volaire uses in presentations to airlines and local community stakeholders.
- *Ad hoc* air service data and analysis at the client's request.

Unlike most other consulting firms, Volaire Aviation does not delegate analysis of air service data or business case preparation to junior members of the firm, outside vendors, or subcontractors. At Volaire, the Project Manager assigned to each client performs the analysis necessary to build a business case and present it to the airline. We believe this approach and philosophy enable our Project Manager to understand their client's market more thoroughly than the Project Managers of other firms. Generally, the only work not performed by a Project Manager will at times be the creation of certain maps and some other graphics used in business case presentations.

IV. COST PROPOSAL

Volaire will offer all air service development work with a flat monthly retainer. The retainer will include all projects listed in this proposal, along with all on-call and ad hoc air service development work. Additional projects, outside those listed in the retainer agreement, will be offered at a set hourly rate. Neither the retainer, nor the hourly rate, will change during the full period of the agreement.

Projects Included in the Air Service Development Retainer

Slot Analysis and Scheduling

The Volaire team will analyze airline submitted schedules for compliance with Airport's slot program. Volaire will review each day of the year for compliance and highlight times when slot allocations are exceeded. The team will develop scheduling options for airlines that have exceeded slot allocations, including new scheduled to comply with slot restrictions.

Slot Illustrations and Airline Materials

Volaire will create materials to illustrate both used and available slots. Materials will be created for each carrier operating at Airport, for each slot assignment period. The Volaire team will keep materials illustrating available slots updated at all times, as schedules change. This will include available slots for all scheduling periods.

Air Service Development Strategic Planning

Volaire Aviation prepares and maintains a written air service development strategy for each of our client airports for those clients without written strategies, and we assist in maintaining air service strategies for our clients with existing written strategies as industry and market conditions change. A large part of creating and maintaining the strategies is keeping a current list of target markets and airlines to be synchronized with evolving airline strategies.

Changes are often made to client air service strategies after meetings with airlines. Consultant can work with the Airport to develop and maintain an Air Service Development Strategic Plan, which would be used as a road map for air service development goals and initiatives.

Airline Headquarters Meetings and Presentations

Consultant will secure meetings and prepare all materials for airline headquarters meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline headquarters meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

Provide Ongoing Analysis of Air Service Feasibility and Route Analyses

On-going analysis of potential new routes is one of the most fundamental services we provide to our clients. Analysis of potential routes serves as the basis of the air service development strategies we maintain for each client and the tactical approaches we take in proposing new service to airlines. When we meet with airlines – at headquarters meetings, conferences or via virtual meetings – we present a business case for each proposed route to the airline illustrating the potential market size both local and connecting traffic the new route could carry and the forecasted revenue the route will generate.

Air Service Development Conference Meetings

Consultant can work with Airport to identify target airlines for meetings and to identify which conferences Airport should attend. Consultant will work with conference organizers to schedule meetings. Consultant will prepare all materials for airline conference meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline conference meetings with Airport, present the full business cases, and provide all requested follow-up information requested by the airline after the meeting.

Review/Update the Airport's Incentive Package

Volaire understands various levels and degrees of economic incentives are necessary to retain existing service, let alone attract new air service. The Volaire team is well-versed in the appropriate incentives necessary in today's challenging air service environment.

We have assisted many of our clients in developing their air service development incentive plans. Importantly, our advice always includes providing for flexibility in these packages; all possible scenarios cannot be accommodated in a written incentive plan, so flexibility in incentive plans is often necessary when negotiating with an airline. Virtually all new routes our clients have been awarded required incentives and negotiations with airlines; the clients either allowed us to negotiate on their behalf or negotiated themselves with our coaching.

Meetings via Video Conferencing

Consultant can meet with Airport via video conferencing to discuss Airport's Air Service Development initiatives at intervals requested by Airport.

Other Air Transportation Consulting Services as Required

Consultant can assist the Airport with *ad hoc* analyses or questions related to air service data and schedules sourced by Airline Data Inc. This could include, but would not be limited to, market definition/analysis, route analyses, or other on-call analysis as requested by Airport.

As a full-service air service development consulting firm, Volaire provides a significant number of analyses to support client air service development strategies and tactics.

Community Visits / Local Outreach

Voltaire has extensive experience presenting technical analyses and data to airport board members and other stakeholders in the communities he serves. While data would be an ongoing component of these presentations, much of the discussions would focus on the importance of ongoing community support for air service at the Airport. We typically outline the realities of the current air service environment, discuss what other communities are doing to rebuild and maintain their air service in the wake of the COVID-19 pandemic, and listen to the economic challenges and opportunities facing the community. We then use these interactions to more effectively message immediate and emerging opportunities with the Airport's incumbent airlines and also use the information as a platform to lobby prospective, new-entrant carriers about future service possibilities.

Leakage and Retention Study

If needed, Consultant can develop an updated new drive diversion/passenger leakage study detailing Airport use for catchment area passengers for CY 2019 (2019 will serve as the "high water mark" for several years for demand in the Airport's catchment area). The updated study will include zip detail including passenger demand, average fares, revenue, top markets, and carrier usage.

The analysis will include both filed passenger demand data and booking data by zip code. The study will use Consultant's proprietary methodology to determine the drive diversion of passengers to and from other airports and to develop an actual market size for the catchment area.

Data reporting

Consultant will provide the Airport with specific data reports, including historical data updates with each Department of Transportation (DOT) release of quarterly airline-provided data. These reports will be provided on or about February, May, August, and November, depending on the DOT's timely release of data.

These reports will include: Top passenger origin and destination markets for the period and compared to the last 12-month period; Average one way fare in each top origin and destination passenger market; Passengers and one way fare by carrier serving the market, including carrier share in each market; Monthly report of daily flight schedules; Unlimited ad hoc data of any kind and at any time at Airport's request.

Projects Charged at Additional Hourly Rates

Video Production

Consultant and its video production contractor can update the Airport's air service development video, other media elements, or create specific new videos for the Airport. The video update can include new, on location video, updated interviews with local air service users, airport leadership, and community leaders, updated graphics, and can be tailored to each targeted airline.

Small Community Air Service Development Grant Application

Volaire can write an application for Small Community Air Service Development Grant funding for the Airport. The Volaire team will advise Airport on matching funding requirements, application requirements, and all items to enhance Airport's opportunity to win funding.

Consultant will research and develop the business case for proposed service. Consultant will write the application for funding and assist Airport in its submission. Consultant will work to secure airline support for the initiative.

Pricing Detail

All work provided in the retainer scope in this proposal will be priced at a flat monthly fee of \$4,500 per month for the full period of the agreement, including option years. The flat fee will include all expenses – no other fees will apply – even for expenses incurred by Volaire in performing the work outlined in the scope, including travel expenses.

All other work will be performed at an hourly fee of \$250 per hour for the full period of the agreement, including option years. Additional work, beyond the scope of the retainer, will only be commenced upon written notice from the County and/or the Airport. No other expenses will apply.

V. RESOURCE CAPABILITIES

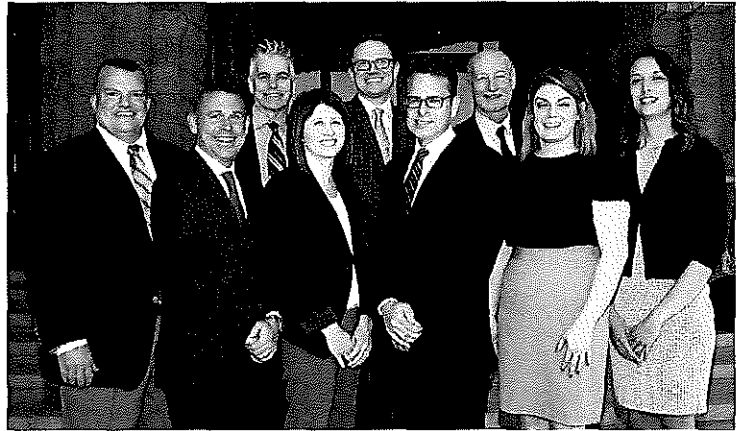
Project Management

Project Team Structure and Internal Controls

While Volaire was formed in December 2016, the eight founding members of the team have worked together since 2008 at Sixel Consulting Group. Our proposed account executive, Jack Penning, is one of the four managing partners that founded Volaire in 2016. Jack is also the company's President.

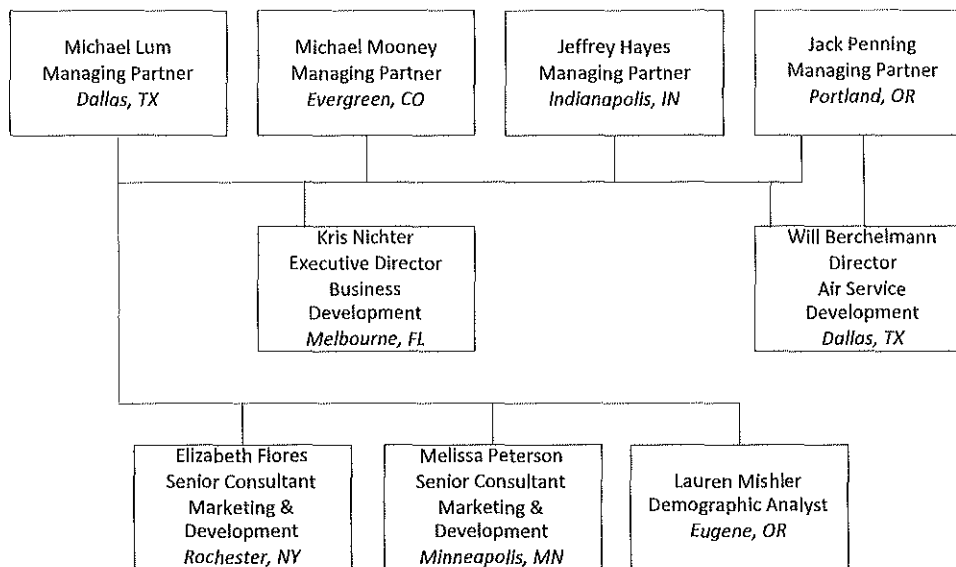
Volaire's organizational structure includes the four managing partners, who each own a 25% share of the company, and five employees.

The entire nine-member Volaire team has extensive experience in air service development and airport marketing, promotion, advertising, and geographic information systems. The organizational structure of the firm is illustrated below in Exhibit 3.



For Destin-Ft. Walton Beach Airport, Jack Penning will assume all day-to-day work on the project, including all airline and client communications, strategic planning, data analysis and project delivery, and representation at all conference and local stakeholder events. He will be assisted by Will Berchelmann, Volaire's director of air service development, and Kris Nichter, Volaire's executive director. Refer to the organizational chart boxes highlighted in red in Exhibit 3.

Exhibit 3. Volaire Aviation Consulting Organizational Structure.



Staff Qualifications and Experience

Account Executive – Jack Penning



Jack Penning will be assigned as the Account Executive for Destin-Ft. Walton Beach Airport – a role he has been in since 2014. Jack understands the Destin-Ft. Walton Beach market better than anyone in the industry. He was the lead recruiter in projects to bring both Allegiant and Southwest to VPS. Jack is also the current lead in slot control and analysis under the Airport's joint use agreement with the Air Force.

Jack has 21 years of experience as an air service development consultant and is considered a leading nationwide expert in air service development and airport strategic business planning. Jack has been Volaire's President since its founding. Jack is well-known and respected in the aviation industry. His record of recruiting new service is unmatched by most other consultants in the industry.

During his career, Jack has also developed business plans to recruit airline service to more than 170 underserved routes around the world. Jack also works with local businesses and community organizations to develop local support for air service. Jack's community development efforts have netted more than \$20 million in total funding for his client airports.

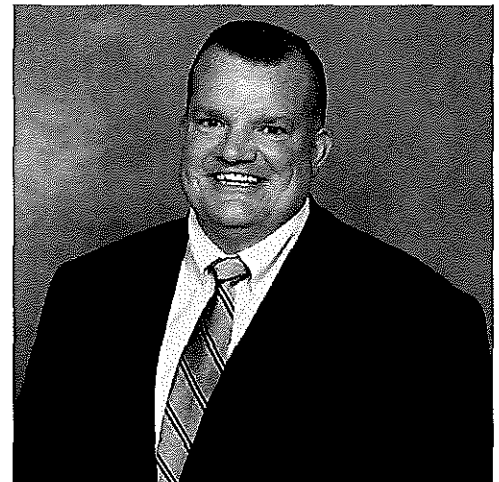
Jack is a leading authority on airport strategic business planning. His business plans have helped airports solve budget crunches, develop better relationships with stakeholders, deal with important questions about allocating resources among multiple airports within an airport system, update outdated governance structures, develop new rates and charges methodologies, recommend new land use ideas and rates, and re-vamp stagnant marketing plans.

Jack has a degree in demographics and journalism from the University of Illinois.

Will Berchelmann, Director of Air Service Development

Will Berchelmann will assist Jack Penning in Destin-Ft. Walton Beach. Will and Jack have known each other since the mid-1990s, and have worked alongside each other for almost two decades.

With 25 years in the airline industry, Will is a seasoned air service development consultant and former airline network planner with extensive hands-on experience in market forecasting and planning, industry analysis, codeshare planning, revenue management, and schedule production. While working in air service development, Will has fostered solid relationships with airports and their local stakeholders, helping them successfully bridge the gaps that can exist between community and airline interests. He has worked alongside air



service development colleagues in multiple destination markets, such as the Las Vegas Convention and Visitors Authority (LVCVA) and the Hawaii Tourism Authority (HTA).

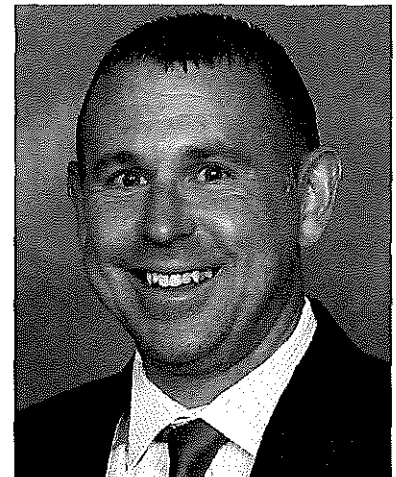
Will spent nearly seven years in Network Planning at Southwest Airlines with responsibilities ranging from new route forecasting, strategic network analysis, development and production of Southwest's flight schedule, and outreach to Southwest's airport and community partners. Will began his career at American Airlines as a pricing analyst in Revenue Management.

Kris Nichter, Executive Director

Kris Nichter will be assigned as a Project Consultant for the Destin-Ft. Walton Beach account. Kris is based in Melbourne, Florida and has special expertise in working with Florida destination markets.

Kris is responsible for assisting airport clients in developing both passenger and cargo service. Kris is well known nationally, maintaining top level connections at most airports and all major airlines. Kris has more than 20 years of aviation/travel related experience and knowledge.

Kris started his career in the airline industry in 1995, with Delta Air Lines. Kris then gained corporate travel experience with a northwest Ohio travel management company in 1996.



In 1999, Kris began his airport career with the Toledo Lucas County Port Authority as an air service development analyst, where he worked for nine years. Kris successfully developed one of the first air service development programs and then increased his knowledge to gain the position of Director of Business Development, Marketing and Community Affairs. During his tenure at Toledo, Kris was responsible for attracting six new airlines. Kris was also involved with promoting the development of Toledo's air cargo assets. Today, Toledo Express holds the title as one of the world's top 50 air cargo airports.

Kris is actively involved with various airline, airport, and marketing organizations where he has been a featured speaker at industry conferences and events such as AAE's National Air Service Conference, ACI-NA's marketing and communications conference, the Airport Ground Handling 101 Conference, and the Midwest airline marketing roundtable.

**Resume of Jack Penning
Managing Partner
Volaire Aviation, Inc.**

PROFESSIONAL EXPERIENCE

**VOLAIRE AVIATION CONSULTING, Portland, Oregon • 2016-present
Managing Partner**

Develop and execute firm's business strategy. Oversee firm's budget and financial plan. Work on behalf of client airports to develop and market new and existing airline service. Develop specific business cases for client airports to secure new service. Develop community funding in support of business cases. Write federal and state grant proposals to secure funding for clients. Prepare and present strategic plans for business development at airport clients. Develop marketing strategies and creative messaging for promotion of airports and airline service. Oversee design of creative elements for print, online, video, and radio use.

**SIXEL CONSULTING GROUP, INC, Portland, Oregon • 2014-2016
Executive Director, Strategy and Development**

In charge of strategy and development for Sixel Consulting Group and its airport clients. Leader for strategy and business development for 25 airport clients throughout North America. Oversee video production unit. Leader for multiple business development projects, strategic business plans, strategic marketing plans, and funding development plans for airport clients.

**SIXEL CONSULTING GROUP, INC, Portland, Oregon • 2009-2014
Director, Market Analysis**

In charge of market research and data analysis for firm. Oversee air service development and recruitment projects for 20 clients in North America. In charge of grant applications for all of firm's clients. Oversee community development for all of firm's clients. Oversee marketing and video production unit.

**SIXEL CONSULTING GROUP, INC, Portland, Oregon • 2001-2009
Business Analyst**

Analyze airline and airport data. Develop and deliver airline recruitment presentations. Research and write grant applications. Develop airport governance research and recommendations. Develop creative materials for airport marketing clients.

**KGW-TV NORTHWEST NEWSCHANNEL 8 (NBC), Portland, Oregon • 2002-2009
Aviation Reporter**

Report on commercial and private aviation issues and events. Determine extent of coverage on all aviation-related stories. Appear on-air five nights per week. Expert in all areas of aviation coverage. Produce reports for national audiences through NBC affiliation.

**KEZI-TV 9 NEWS (ABC), Eugene, Oregon • 1999-2002
Primary Anchor**

Anchor and managing editor for station's 6:30pm and 11pm newscasts. Determine assignments and coverage for all crews on the shift. Determine placement and coverage of all stories in each newscast. Oversee editorial direction of all station coverage in the evening. Lead a staff of ten journalists.

**WICD-TV NEWSCHANNEL 15 (NBC), Champaign, Illinois • 1998-1999
Lead 10pm Reporter**

Report on a wide variety of topics as assigned. Primary lead story reporter for station's 10pm newscast.

EDUCATION

**UNIVERSITY OF ILLINOIS, Urbana-Champaign, Illinois • 1998
Bachelor of Science, Journalism and Demographics**

Resume of Will Berchelmann
Director – Air Service Development
Volaire Aviation, Inc.

PROFESSIONAL EXPERIENCE

VOLAIRE AVIATION CONSULTING, Dallas, Texas • 2019-present

Director – Air Service Development

Work with Volaire clients to develop and retain air service by harnessing more than a decade of air service development experience, as well as an additional decade working in airline Network Planning and Revenue Management. Develop and execute customized air service development strategies that maximize a community's air service initiatives.

AIRLINE DATA INC, Dallas, Texas • 2017-present

Managing Director

Assist with overall business development, delivery, operations, and execution of the Airline Data Inc organization, including its suite of aviation data solutions. Work to continuously improve its flagship product, *The Hub*, which provides adjusted U.S. DOT flown airline traffic and schedules data to travel-related entities across the United States. Use extensive airline and airport experience to bring to bear the most accurate and cost-effective adjusted U.S. DOT data available in the U.S. travel industry. Place particular emphasis on the data's timely delivery, comprehensiveness, and integrity.

CRAWFORD, MURPHY & TILLY INC, Dallas, Texas • 2017-2019

Principal – Air Service Development

Engaged with airports and local communities to develop and retain air service. Worked with airports of all sizes, tourism authorities, and other entities interested in growing and retaining their local airline service levels. Developed and executed customized air service development strategies to maximize a community's air service initiatives. Provided clients with full analytical and marketing support as required.

AILEVON PACIFIC AVIATION CONSULTING, Dallas, Texas • 2011-2017

Co-Founder and Managing Director, Air Service Development

A founding member and Managing Director of Ailevon Pacific Aviation Consulting, an international aviation consulting firm specializing in Air Service Development. Provided advice to Boards, CEOs, Business Development Managers, and other senior representatives to help them define aviation strategy, identify new markets and business opportunities, and develop their organizations. Grew the practice into a global air service development consultancy that worked with small and large-hub hubs across the globe. In addition to client work, managed the employees and company operations spanning across North America and Australia.

SABRE HOLDINGS, Southlake, Texas • 2008-2011

Senior Manager, Air Service Development (Airports)

Performed air service development consulting, both domestic and international. Harnessed past planning roles at Southwest and American Airlines by applying DOT data (OD1B, T100, Form-41) and Sabre Adjusted International MIDT data to propose new air service opportunities to airlines on behalf of airport clients. Client base included both large international gateway airports and small regional airports.

SOUTHWEST AIRLINES, Dallas, Texas • 2001-2008

Manager, Network Strategy (2007-2008)

Charged with building and molding the network strategic development function within the Schedule Planning department. Engaged in confidential analyses reflecting multiple future strategic opportunities for the company, both domestic and international. Liaised continuously with peers in the Capacity Planning and Schedule Development groups to coordinate implementation of the strategy. Worked closely with the company's senior leadership and reported regularly on the team's progress.

Senior Analyst, Capacity Planning (2004-2007)

Responsible for recommending and building Southwest's comprehensive network of flying. Reviewed market opportunities using a QSI-based forecast model. Frequently analyzed multiple "what if" scenarios based on industry developments. Built relationships with airports and communities through local visits and industry conferences (Jumpstart & Network). Spoke on multiple industry panels. Retrieved and analyzed key industry data from a Teradata-based EDW using tools such as Hyperion Essbase, QueryMan, and MS Access. Maintained connection to the operation through multiple "day-in-the-field" experiences in customer service and on the ramp.

Highlights of Contribution:

- Led the production and development of the company's 2005 and 2006 Annual Capacity Plans against all network strategic initiatives.
- Led the market studies and presented recommendations to senior leadership for Southwest's entry into Pittsburgh, Denver, and San Francisco.
- Instrumental in increasing the use of industry SSIM files for competitive schedule analyses.
- Created a MS Excel/Essbase solution that simplified the data-gathering process for internal Southwest Airlines segment performance reviews and market analyses.
- Participated in the requirements gathering and development of Hyperion Essbase data cubes containing OD Market and OD Segment, T-100, and Form-41 DOT data.

Analyst, Schedule Development and Production (2001-2004)

Helped forecast, develop, and schedule Southwest's 3,000+ daily departures and 450+ aircraft. Worked with the operating groups to ensure the schedule met all company standards, including block times, turn times, market timing, aircraft utilization, airport operating day requirements, curfews, crew schedules, and maintenance needs. Regularly reviewed on-time performance, market load factors, and competitive schedule changes. Recommended schedule changes to optimize the company's overall traffic and financial results. Visited the operation on a regular basis.

ACCENTURE CONSULTING, LLP, Irving, Texas • 2000-2001**Consultant, Travel and Transportation Services**

Served as a project manager, facilitator, and contributor for various clients, including Delta Air Lines, United Airlines, Singapore Airlines, and Marriott Hotels.

AMERICAN AIRLINES, Fort Worth, Texas • 1997-2000**Senior Analyst, International Planning (1999-2000)**

Responsible for managing all aspects of American's codeshare relationship with Japan Airlines. Negotiated codeshare seat prices to optimize revenue, reconciled and analyzed flown passenger data, identified new codeshare route opportunities, evaluated codeshare-related airport operations in the U.S. and Japan, and ensured American's regulatory compliance with all U.S.-Japanese bilateral agreements. Worked with other groups within American and colleagues at Japan Airlines to maintain the codeshare relationship. Traveled to/from Japan to support the agreement.

Yield Analyst, International Revenue Management (1998-1999)

Inventory managed American's three-class, long-haul flights to Brazil, Uruguay, and Paraguay in an intensely-competitive industry environment. Maximized revenue and optimized load factors through constant collaboration with local sales personnel, travel agencies, and airport managers. Ensured positive revenue performance and service continuity by minimizing oversales and involuntary cabin downgrades. Continuously reported market performance and trends to senior leadership.

Pricing Analyst, Revenue Management (1997-1998)

Charged with pricing and monitoring all tariff and off-tariff rules and airfares for the domestic network of Canadian Airlines, per its contractual agreement with American.

EDUCATION**Bachelor of Arts, French and International Studies double major**

Northwestern University, Evanston, Illinois, USA

Staffing Commitment

Voltaire Aviation Consulting commits the staff identified in our proposal will perform all tasks associated with this contract. However, should unforeseen circumstances require a staffing substitution, Voltaire would seek prior approval before executing any personnel changes

Same Day Response

Our account executive will have the ability to respond to requests for information, data, and analysis during regular business hours. During normal times, our Project Managers typically travel two days per week during the average week to mostly domestic destinations and have cell phone, text, and internet access while traveling. In the event our account executive is on vacation or is otherwise unable to respond during regular business hours, the other consultants identified as team members can respond.

Voltaire Aviation has subscriptions to sources of various data needed to perform air service development consulting and can respond to data analysis requests within the same business day. We frequently receive similar requests from our clients for data analysis and respond within the same day the request is made.

Outside of regular business hours, the account executive will always be available via text. Voltaire has worked on a number of projects with Destin-Ft. Walton Beach Airport that have required late night, early morning, weekend, or holiday communication. Voltaire is prepared to be available 24/7, every day of the year.

Ability to Attend Meetings on Short Notice

Unless he has an existing meeting schedule that conflicts with a travel request, our account executive can usually travel within five business days of a travel request. Destin-Ft. Walton Beach Airport will have priority over other clients for the account executive's travel schedule.

Schedule Availability

Our account executive has the bandwidth to accommodate the Destin-Ft. Walton Beach Airport as a continued retainer client. He is able to accommodate the workload of all project engagements to include the analysis of capacity, traffic and fare trends, preparation of business cases, scheduling meetings with airlines, travel to airline meetings, communication and negotiation with airline personnel, and *ad hoc* requests for data or information from the Airport.

VI. PROFESSIONAL REFERENCES

The Volaire Aviation team is proud of our work completed on behalf of clients all over North America. We deem the greatest measure of our work to be the positive impact we have had on our client communities. We encourage you to contact these references, or any of the other airports we have worked with, for their take on our performance and impact.

Tucson International Airport, Tucson, Arizona

Tucson uses Volaire Aviation exclusively for its air service development services. Since March of 2012, Jack Penning and other Volaire team members, assisted TUS in the preparation and presentation of business cases for airline headquarters meetings as well as for one-on-one meetings at air service conferences. Projects completed, and services provided, include a leakage/retention analysis, annual subscriptions to data products and community presentations.

Dave Hatfield
Senior Director of Air Service Development
Tucson Airport Authority
dhatfield@flytucson.com
Phone 520-573-4840

St. Pete-Clearwater International Airport, St. Petersburg, Florida

St. Pete-Clearwater International Airport has used Jack Penning, and Volaire Aviation, as its air service development consultant since 2010. Volaire current assists in the development of data, community information, and economic analysis in support of growing airline service. Jack Penning has also worked with the Airport to develop video materials to present the market to dozens of airlines.

Jeff Clauss
Director of Air Service Development & Marketing
St. Pete-Clearwater International Airport – PIE
jclauss@fly2pie.com
Phone: 727-453-7809

University of Illinois – Willard Airport, Champaign-Urbana, Illinois

Jack Penning has been the air service development and marketing consultant of record for University of Illinois – Willard Airport in Champaign/Urbana, Illinois since 2011. In that time, Jack developed a new strategic business plan for the Airport, helping to cut the Airport's operating budget gap in half. Jack also led the effort to re-brand the Airport which aided in immediately growing passengers by 10%.

Michael DeLorenzo
Associate Chancellor
University of Illinois
michaeld@illinois.edu
Phone 217-333-4238

RESPONDENT ACKNOWLEDGEMENT



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

RFP TITLE:
AIR SERVICE DEVELOPMENT CONSULTING SERVICES
FOR DESTIN-FORT WALTON BEACH AIRPORT

RFP NUMBER:
RFP AP 26-22

ISSUE DATE: March 14, 2022 8:00 A.M. CST
LAST DAY FOR QUESTIONS: March 22, 2022 3:00 P.M. CST
RFP OPENING DATE & TIME: April 04, 2022 3:00 P.M. CST

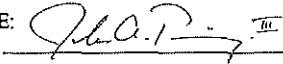
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are 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 proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) 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 Voltaire Aviation, Inc.
MAILING ADDRESS 8500 East 116th Street
Suite 728
CITY, STATE, ZIP Fishers, Indiana 46038
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-4807285
TELEPHONE NUMBER: 503-515-3972 **EXT:** _____ **FAX:** _____
EMAIL: jack.penning@voltaireaviation.com

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** John A. "Jack" Penning, III
NAME
TITLE: President **DATE:** March 23, 2022

Rev. September 22, 2015

NOTICE TO RESPONDENTS

RFP AP 26-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept bids until 3:00 p.m. (C.S.T.) April 04, 2022, for the Air Service Development Consulting Services for Destin- Fort Walton Beach Airport (VPS).

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

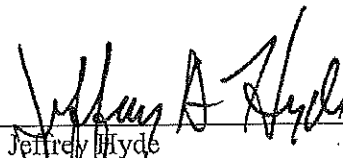
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until 3:00 p.m. (C.S.T.) April 04, 2022, at which time all bids that are timely submitted will be opened and reviewed.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

Jessica Darr, Contracts and Leases Coordinator
jdarr@myokaloosa.com , 850-689-5960



Jeffrey Hyde
Purchasing Manager

03/14/2022
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

BACKGROUND

Okaloosa County Airports is comprised of three (3) airports; the Destin – Fort Walton Beach Airport (VPS), Crestview/Bob Sikes Airport (CEW), and the Destin Executive Airport (DTS). The Destin – Fort Walton Beach 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 (4) commercial airlines operate from the Airport, carrying almost 2 million passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by Allegiant, American, Delta and Southwest Airlines. The main passenger terminal (Concourses A & B) 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. Concourse C is a stand-alone, 5 hold room, one level facility with food, beverage and news and gifts concessions.

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 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 addresses retaining VPS passengers that leak to competing airports.

SCOPE OF SERVICES

The Air Service Development Consulting Service services to be provided include, but are not limited to:

- To provide professional services to include Air Service Consulting and Development Services efforts to Okaloosa County's Destin – Fort Walton Beach Airport. The Air Service Consulting and Development Services RFP is 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.

ADDITIONAL REQUIREMENTS

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

1. The consultant must comply with all applicable local, state and federal rules, regulations and laws in providing services pertaining to this RFP.
2. The consultant shall not hold or acquire an account/engagement with any competing county, city, region or organization representing other Airports within Northwest Florida area (Escambia County, Santa Rosa County, Okaloosa County, Walton County, and Bay County).
3. The Airport is to be advised of all new business solicitations by the consultant which could be perceived to constitute a conflict of interest.
4. As a political subdivision of the State of Florida, there are state regulations which prohibit advance payment of goods and services. Therefore, a consultant 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 upon receipt of proof of performance (usually within thirty (30) days).
5. The consultant must agree to complete audits of its records relating to the Airports account by an authorized representative of the County.
6. Additional projects may include, but not limited to: applicable airline and passenger statistic studies, incentive plans, cost-benefit analysis, marketing, social media and recruitment efforts and/or campaigns, grant application services.

This is a non-exclusive contract and 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.

The County may issue related services Task Orders to the Respondent through the period of performance for any additional services, for the retainer and the proposed retainer.

TERM

The initial term of this contract shall be from the approval date of the Board of County Commissioners and shall run for a period of three (3) years.

1. **Base Term:** The Base Term of this Agreement shall commence after all applicable parties have signed the contract and shall remain in effect for three (3) years from the commencement date, unless terminated earlier as provided for in the contract. The successful Respondent will be responsible for providing continuous services 24 hours per day, 7 days per week, every day of the year.

2. Renewals: The term of this contract will be for three (3) years. The County reserves the right to renew this contract for two (2) one year contract periods. Renewal of the contract period shall be recommended at the County's discretion and executed upon written agreement by both parties.

3. Holding Over: In the event the Base Term expires and the Renewal is not exercised or a new Agreement has not been executed by the end of the executed final Renewal period, then at the sole discretion and upon written consent of the County, this Agreement shall continue in effect on a month-to-month basis under the terms and conditions set forth in this Agreement subject to the adjustment of the hourly employee rate to be established at the sole discretion of the County. The consent of the County to continue operating on a month-to-month basis may be terminated upon thirty (30) days' written notice to Respondent.

OPERATIONS AND SAFETY

The successful Respondent will comply with all environmental, health, and safety laws and regulations. Provide safety, health, environmental plans and best practices, showing standards and measures to ensure continuous efforts to protect its employees, their working environment.

REPORTS AND MEETINGS

The contractor will be responsible for providing weekly airline schedule change reports. The contractor will be responsible quarterly and annual air traffic reports. These reports shall be provided to the Airport Director in a timely manner as directed by Airport staff.

EVALUATION CRITERIA

The County intends to award a contract resulting from this Request for Proposal to the responsive and responsible Respondent whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth herein, or the evaluation criteria for oral presentations, if requested; 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.

An evaluation committee has been established in order to review and evaluate all proposals (and any requested oral presentations) submitted in response to this Request for Proposal. Proposals will be reviewed and evaluated by the review committee based upon the evaluation criteria which are listed below in the order of their relative importance:

I. PREVIOUS EXPERIENCE

Respondent's shall provide the firm's successful experience in air service development & consulting programs and market research and providing/performing duties as outlined in the scope of services. Proven success at other Airports similar in type and size. Demonstrated experience with small hub airport clients is desired **(30 pts.)**

II. EXAMPLE MEETING PROPOSAL

Respondent's shall submit, within the proposal package, an example of a proposal prepared for a meeting with the airline schedule planning executives. Quality provided should be, but not limited to, the proposal package layout, ease of comprehension, cohesion of presentation and overall quality of work. (25 pts.)

III. APPROACH

Respondents shall outline, in detail, the proposed approach to the VPS air service development & consulting program and market research to be used and the rationale for the proposed programs. (20 pts)

IV. COST REASONABLENESS

Respondent shall propose a yearly retainer fee for each year of the base contract [the first three (3) years]. **The retainer fee shall be proposed as a flat, fully burdened fee to include all direct and indirect costs.**

The retainer will be invoiced on a monthly basis, with equal monthly installments. The retainer will include the following projects in each year of the standard cost:

- Air Service Development Conference. Three conferences per year with up to five airline meetings per conference.
- Airline Headquarters Meetings - Up to three per year.
- Community Visits/Stakeholder Meetings – Up to two per year
- Airport Data Reporting to include weekly airline schedule change reports and quarterly and annual air traffic reports.
- Unlimited Ad Hoc Consulting Services and On-Call Services. Non inclusive, and may include task orders, as assigned, and the use of a joint use agreement.

Respondent shall propose flat, hourly rates [for each year of the base contract [the first three (3) years] for the additional services as follows:

- Airport Strategic Business Planning
- Multimedia Production
- Marketing and Advertising
- Graphic Design

The flat hourly rates shall be proposed as a fully burdened hourly rate, to include all direct and indirect costs.

[For cost analysis purposes only, the Okaloosa County Purchasing Department will utilize a fictitious number of hours per month (50 hours per month) utilized by in order to assist as a decision-making tool for the price evaluation.]

The hourly rates will be utilized without escalation through the three (3) base contract years.

The retainer fee and hourly rates proposed shall be utilized within the two (2), one year renewal periods, if the County and contractor agree to extend beyond the base contract term. **(10 pts.)**

V. RESOURCE CAPABILITIES

Respondent shall provide, in detail, the firm's history and resource capability for required scope of services listed within the RFP. **(10 pts.)**

VI. PROFESSIONAL REFERENCES

Provide a list of at least 3 professional references from other Airports, within the last five (5) years, through which your company had provided same services as the scope of services listed.

Include three (3) industry references representative of related past experience to include, as a minimum, a name and contact information for reference having firsthand knowledge of the work the company performed (at a minimum, provide one reference contact for each listed contract) **(5 pts.)**

RFP TENTATIVE TIME SCHEDULE

ACTIVITY	DATE (Tentative)
Advertise (21 days)	March 14, 2022
Questions from potential proposers due	March 22, 2022
Issue Addendum (if necessary)	March 28, 2022
Proposal Response Due	April 04, 2022
Review Committee Meeting	April 12, 2022
Short List Announcement, if needed	April 18, 2022
Oral presentation/Demonstration with Responses (if requested)	Week of April, 25 to 2 May, 2022
Intent to Award	May 13, 2022
Negotiations	Week of May 16, 2022
Board Approval	June 7, 2022

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 Respondent 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 Respondent's proposal, i.e., the burden of information clarification and research rests solely on each Respondent'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 Respondents 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 a Respondent to promptly provide such requested information or evidence shall be sufficient grounds for determining the Respondent to be non-responsive and for rejection of the proposal.

The County reserves the right to contact an Respondent for clarification of information submitted and to use other sources of obtaining information regarding the Respondent 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.

SPECIAL INSTRUCTIONS

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

- A. All interested parties shall submit written responses that address each aspect of the categories identified in the sequence presented in the RFP. Each section shall be clearly identified. A maximum of 40 pages will be allowed excluding the required forms.
- B. A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the highest-rated Respondent. The Review Committee shall recommend the highest-rated Respondent via the intent to award process.
- C. The County reserves the right to select a "short list" of Respondents depending on the total number of proposals received. The County may request oral presentations from the short listed Respondents and each will be invited to make an oral presentation. Each oral presentation will be conducted at the Respondent's expense, including all travel costs. Each Respondent shall be provided with clarification questions and evaluation criteria prior to the time of oral presentation that will be utilized to score the final, highest ranked Respondent from the "short list".
- D. The Review Committee shall recommend the final, highest ranked Respondent from the "short-list" via the intent to award process.

ORAL PRESENTATIONS

Each Respondent who submits a response to this Request for Proposal *may* be required to make an oral presentation to the County. Such oral presentations provide an opportunity for the Respondent to further clarify elements of the original proposal, to ensure mutual understanding, and will not significantly alter the Respondent's original proposal. Subsequent travel expense by the Respondent will be at the Respondent's expense.

Short-listed Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on-site. The Airport may request that specific materials are presented during the oral presentation.

The location for the oral presentation/demonstration/sample presentation will be determined at a later date and provided to the vendors. Respondents should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

In the event of the request for oral presentations, the presenters shall be provided with clarification questions and evaluation criteria prior to the time of oral presentation.

BASIS FOR AWARD

In the event which oral presentations are not requested, the highest-rated Respondent shall be selected for recommendation to Okaloosa County Board of County Commissioners.

In the event of the oral presentations request, the Committee will conduct a final evaluation of the short listed Respondents. The Respondents shall be provided with clarification questions and evaluation criteria prior to the time of oral presentations that will be utilized to score the Respondents on the short list.

The Review Committee will make an appropriate via the intent to award process of the highest ranked Respondent from the short list. The County shall then negotiate a proposed contract with the highest ranked Respondent. If a satisfactory proposed contract cannot be negotiated with the highest ranked Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second ranked respondent and so on.

An award resulting from this request shall be awarded to the most responsive and responsible Respondent whose proposal is determined to be most advantageous to the County; 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 Respondent's proposal has or has not satisfactorily met the requirements of this RFP.

CONTRACTING

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

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 Respondent responses. All contacts that an Respondent 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.

MISCELLANEOUS

Changes to this RFP may be made by and at the sole discretion of the County. Any Addenda to the RFP will be posted to the County's website and on Vendor Registry. It is the bidder's responsibility to check for any addenda. During the proposal evaluation process, the County reserves the right to request additional information or clarifications from the proposers, or to allow, in the County's sole discretion, corrections of errors or omissions in a proposal.

The County shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this Request for Proposals, Proposers waive and release any and all right to make claims for reimbursement of proposal preparation costs against the County and its officers, officials, employees, attorneys and agents.

Public Records Law. In accordance with Chapter 119, Florida Statutes, the Public Records Act, all Proposers should be aware that this Request for Proposals, and Proposals submitted in response thereto, are made in the public domain, and are subject to disclosure, except to the extent expressly exempted or made confidential under the Public Records Act. In accordance with Section 119.071(1)(b), Florida Statutes, Proposals submitted in response to this Request for Proposals are temporarily exempt from public disclosure until such time as the County provides notice of an intended decision, or until thirty (30) days after opening the Proposals, whichever occurs earlier. The Proposal submitted by you may contain information, which is designated "confidential" or "exempt" from disclosure under the Public Records Act and other applicable laws. If your Proposal contains such information, you are required to advise the County with specificity the applicable law making those provisions exempt or confidential from disclosure and the specific information considered exempt. A generic notation that information is "exempt" or "confidential" will not suffice. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your Proposal or any portion thereof, being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. If the County determines that the cited provisions of law are inapplicable or otherwise do not justify exemption or confidentiality, the County shall have the right to release such information and records for public inspection and copy in accordance with the Public Records Act. By submitting a proposal, the Proposer holds the County and its officers, officers, employees, attorneys and agents harmless concerning the disclosure of information contained within the Proposal.

Discrimination; Florida Statutes, 287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any

goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained 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. Insuring company is required to have a minimum rating of A, Class X in 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor 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 Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
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

BUSINESS AUTOMOBILE LIABILITY

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 combined single limit each accident. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE 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:

LIMIT

1.	Workers' Compensation	
1.)	State	Statutory
2.)	Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability for Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 each occurrence Products and completed operations	
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Professional Liability	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor'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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor 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 contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road,

Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. 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.

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

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GENERAL PROPOSAL CONDITIONS

I. 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 utilizing Vendor Registry at

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

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.

II. 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.

III. 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.

IV. SUBMITTAL OF PROPOSAL

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents

V. 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-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

VI. 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.

VII. 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.

VIII. 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.

IX. 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 contractor list.

X. 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 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.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor 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.

XII. 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 contractor list.

XIII. 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.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all contractors 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 contractor must provide a Certificate of Good Standing with their 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>.

XXV: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE PROPOSAL PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MAY 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
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Contractors on Scrutinized Companies List
- L. Compliance with Nondiscrimination Requirements
- M. Performance of Work by Subcontractors
- P. Certificate of Good Standing for State of Florida-see number XXIV

VII. ADDITIONAL REQUIRED DOCUMENTS


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: 3/25/2022

SIGNATURE: 

COMPANY: Voltaire Aviation, Inc.

NAME: John A. "Jack" Penning, III
(Typed or Printed)

ADDRESS: 8500 East 116th Street, Suite 728

Fishers, Indiana 46038

TITLE: President

E-MAIL: jack.penning@voltaireaviation.com

PHONE #: 503-515-3972

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.

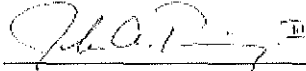
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____

FIRM NAME: Voltaire Aviation, Inc.

BY (PRINTED): John A. "Jack" Penning, III

BY (SIGNATURE): 

TITLE: President

ADDRESS: 8500 East 116th Street, Suite 728, Fishers, IN 46038

PHONE NO.: 503-515-3972

E-MAIL : jack.penning@voltaireaviation.com

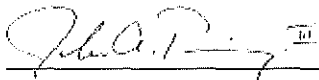
DATE: 3/25/2022

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 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.

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

DATE: 3/25/2022

SIGNATURE: 

COMPANY: Voltaire Aviation, Inc.

NAME: John A. "Jack" Penning, III

ADDRESS: 8500 East 116th Street

TITLE: President

Suite 728

Fishers, Indiana 46038

E-MAIL: jack.penning@voltaireaviation.com

PHONE NO.: 503-515-3972

CONE OF SILENCE

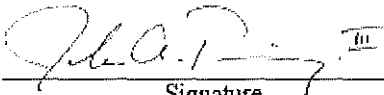
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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 Voltaire Aviation, Inc.
Signature Company Name

On this 25th day of March 2022, I 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.

Voltaire Aviation, Inc.
Respondent's Company Name

8500 East 116th Street, Suite 728
Fishers, IN 46038

Physical Address

8500 East 116th Street, Suite 728
Fishers, IN 46038

Mailing Address

503-515-3972

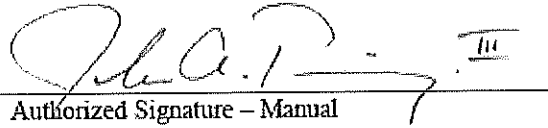
Phone Number

503-515-3972

Cellular Number

3/25/2022

Date


Authorized Signature – Manual

John A. "Jack" Penning, III

Authorized Signature – Typed

President

Title

FAX Number

503-515-3972

After-Hours Number(s)

jack.penning@voltaireaviation.com

Email

COMPANY DATA

Respondent's Company Name: Voltaire Aviation, Inc.

Physical Address & Phone #: 8500 East 116th Street
Suite 728
Fishers, Indiana 46038
503-515-3972

Contact Person (Typed-Printed): Jack Penning

Phone #: 503-515-3972

Cell #: 503-515-3972

Email: jack.penning@voltaireaviation.com

Federal ID or SS #: 81-4807285

Respondent's License #: F17000000222, State of Florida

Respondent's DUNS #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: 503-515-3972

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(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 Respondent 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 respondent 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 respondent 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 for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the respondent 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 Respondent 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 Respondent’s name and address exactly as stated in the offer. The Respondent also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Respondent is registered in the SAM database.

(c) If the Respondent does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Respondent 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 Respondent 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 Respondent.

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

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

Respondents SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT
RFP AP 26-22

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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)

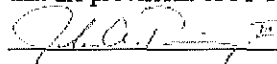
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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, Volaire Aviation, Inc. , 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
John Penning, President Name and Title of Contractor's Authorized Official
3/25/2022 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

Printed Name and Title of Authorized Representative	<u>John Penning, President</u>
 Signature	<u>3/25/2022</u> Date

CONTRACTORS 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: 3/25/2022
COMPANY: Voltaire Aviation, Inc.
ADDRESS: 8500 East 116th Street
Suite 728
Fishers, Indiana 46038
PHONE NO.: 503-515-3972


SIGNATURE: 
NAME: John A. "Jack" Penning, III
(Typed or Printed)
TITLE: President
E-MAIL: jack.penning@voltaireaviation.com

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take

action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of

- the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph 6 (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-

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

DATE: 3/25/2022

SIGNATURE: 

COMPANY: Volaire Aviation, Inc.

NAME: John A. "Jack" Penning, III

ADDRESS: 8500 East 116th Street
Suite 728
Fishers, Indiana 46038

TITLE: President

E-MAIL: jack.penning@volaireaviation.com

PHONE NO.: 503-515-3972

PERFORMANCE OF WORK BY SUBCONTRACTORS

The CONTRACTOR hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties. (List only one subcontractor for each item.)

1. Video Production: Gen XI Productions, Portland, Oregon
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

State of Florida Department of State

I certify from the records of this office that VOLAIRE AVIATION, INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on January 17, 2017.

The document number of this corporation is F17000000222.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 26, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of March,
2022*



Ronald R. Bur
Secretary of State

Tracking Number: 9729057176CU

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

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

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposers to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, _____, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at _____, and _____, whose principal place of business is at _____ (the "Consultant"), whose Federal I.D. number is _____, in connection with Okaloosa County Request for Qualifications No. _____ and the professional services set forth therein.

WITNESSETH

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

ARTICLE ONE CONSULTANT'S RESPONSIBILITY

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Attachment "A" and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating

and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Attachment "A". These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

John Hofstad, County Administrator

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Attachment "A" which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2 Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a) Keep and maintain public records required by the County to perform the service.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Schedule "A" and Attachment "C".

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and

request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Attachment "D". Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY SIX MINORITY/WOMEN'S BUSINESS ENTERPRISES

26.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247

that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE THIRTY ONE THIRD PARTY BENEFICIARIES

31.1 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

ARTICLE THIRTY TWO SEVERABILITY

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE THIRTY THREE REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

33.1 The individual signing this Contract on behalf of ___ represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of

_____ obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CONSULTANT

Authorized Representative

(printed)

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

Chair

Clerk of Court

Approved as to form

**SCHEDULE A
BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

[SHOULD BE SPECIFIC TO EACH PARTICULAR TYPE OF SERVICE BEING PROVIDED BY CONSULTANT – MAY BE LUMP SUM PAYABLE IN PARTS BASED ON PROVIDING DELIVERABLES TO COUNTY OR MAY BE PAID MONTHLY. SOME SERVICES MAY BE PAID BASED ON AN HOURLY WAGE. HOURLY RATES FOR HOURLY WORK SHOULD ALSO BE STATED HERE.]

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

- a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
- b. Consultant overhead including field office facilities.
- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

Attachment "A" –
RFP AP 26-22 and Respondent's Response

Attachment "B"
Insurance Requirements

Attachment "C"
Civil Rights Clauses

Attachment "D"
Scrutinized Contractors Certificate

Schedule A – Compensation

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

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

**RFP AP 26-22
Air Service Development Consulting
Services for Destin-Fort Walton Airport (VPS)
Attachment "A"- (Last page)
RFP AP 26-22 and Respondent's Response**

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained 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. Insuring company is required to have a minimum rating of A, Class X in 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees

**RFP AP 26-22
Air Service Development Consulting
Services for Destin-Fort Walton Airport (VPS)
Attachment "B" - Insurance Requirements**

employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor 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 Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
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

BUSINESS AUTOMOBILE LIABILITY

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 combined single limit each accident. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE 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>
1.	Workers' Compensation	
1.)	State	Statutory
2.)	Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability for Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 each occurrence Products and completed operations	
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Professional Liability	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor'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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor 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 contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and

addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. 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.

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

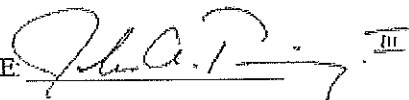
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

CONTRACTORS 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: 3/25/2022
COMPANY: Volaire Aviation, Inc.
ADDRESS: 8500 East 116th Street
Suite 728
Fishers, Indiana 46038
PHONE NO.: 503-515-3972

SIGNATURE: 
NAME: John A. "Jack" Penning, III
(Typed or Printed)
TITLE: President
E-MAIL: jack.penning@volaireaviation.com

RFP AP 26-22
Air Service Development Consulting
Services for Destin-Fort Walton Airport (VPS)
Attachment "D" -
Contractors on Scrutinized Companies Lists

SCHEDULE A
BASIS OF COMPENSATION-
Cost Proposal and Pricing Detail

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

Consultant will provide all air service development work with a flat monthly retainer. The retainer will include all projects listed in within Attachment "A"- RFP AP 26-22 and Respondent's Response, along with all on-call and ad hoc air service development work.

All work provided in the retainer scope within Attachment "A"- RFP AP 26-22 and Respondent's Response **will be priced at a flat monthly fee of \$4,500 per month** for the full period of the agreement, including option years. The flat fee will include all expenses, no other fees will apply, even for expenses incurred by Consultant in performing the work outlined in the scope, including travel expenses.

Additional projects, outside those listed in the retainer agreement, will be offered at a set hourly rate. Neither the retainer, nor the hourly rate, will change during the full period of the agreement.

All other work will be performed at an hourly fee of \$250 per hour for the full period of the agreement, including option years. Additional work, beyond the scope of the retainer, will only be commenced upon written notice from the County and/or the Airport. No other expenses will apply.

Projects Charged at Additional Hourly Rates:

Video Production

Consultant and its video production contractor can update the Airport's air service development video, other media elements, or create specific new videos for the Airport. The video update can include new, on location video, updated interviews with local air service users, airport leadership, and community leaders, updated graphics, and can be tailored to each targeted airline.

Small Community Air Service Development Grant Application

Consultant can write an application for Small Community Air Service Development Grant funding for the Airport. The Consultant team will advise Airport on matching funding requirements, application requirements, and all items to enhance Airport's opportunity to win funding. Consultant will research and develop the business case for proposed service. Consultant will write the application for funding and assist Airport in its submission. Consultant will work to secure airline support for the initiative.

2. Contract contains no reimbursable costs. Expenses incurred by Consultant in performing the work outlined in the scope, including travel expenses, are covered within the monthly retainer

fee. All work outside of monthly retainer fee will be performed at an hourly fee of \$250.00 per hour and includes all expenses and fees.

3. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The Contract number pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.



IV. COST PROPOSAL

Volaire will offer all air service development work with a flat monthly retainer. The retainer will include all projects listed in this proposal, along with all on-call and ad hoc air service development work. Additional projects, outside those listed in the retainer agreement, will be offered at a set hourly rate. Neither the retainer, nor the hourly rate, will change during the full period of the agreement.

Projects Included in the Air Service Development Retainer

Slot Analysis and Scheduling

The Volaire team will analyze airline submitted schedules for compliance with Airport's slot program. Volaire will review each day of the year for compliance and highlight times when slot allocations are exceeded. The team will develop scheduling options for airlines that have exceeded slot allocations, including new scheduled to comply with slot restrictions.

Slot Illustrations and Airline Materials

Volaire will create materials to illustrate both used and available slots. Materials will be created for each carrier operating at Airport, for each slot assignment period. The Volaire team will keep materials illustrating available slots updated at all times, as schedules change. This will include available slots for all scheduling periods.

Air Service Development Strategic Planning

Volaire Aviation prepares and maintains a written air service development strategy for each of our client airports for those clients without written strategies, and we assist in maintaining air service strategies for our clients with existing written strategies as industry and market conditions change. A large part of creating and maintaining the strategies is keeping a current list of target markets and airlines to be synchronized with evolving airline strategies.

Changes are often made to client air service strategies after meetings with airlines. Consultant can work with the Airport to develop and maintain an Air Service Development Strategic Plan, which would be used as a road map for air service development goals and initiatives.

Airline Headquarters Meetings and Presentations

Consultant will secure meetings and prepare all materials for airline headquarters meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline headquarters meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

Provide Ongoing Analysis of Air Service Feasibility and Route Analyses

On-going analysis of potential new routes is one of the most fundamental services we provide to our clients. Analysis of potential routes serves as the basis of the air service development strategies we maintain for each client and the tactical approaches we take in proposing new service to airlines. When we meet with airlines – at headquarters meetings, conferences or via virtual meetings – we present a business case for each proposed route to the airline illustrating the potential market size both local and connecting traffic the new route could carry and the forecasted revenue the route will generate.

Air Service Development Conference Meetings

Consultant can work with Airport to identify target airlines for meetings and to identify which conferences Airport should attend. Consultant will work with conference organizers to schedule meetings. Consultant will prepare all materials for airline conference meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline conference meetings with Airport, present the full business cases, and provide all requested follow-up information requested by the airline after the meeting.

Review/Update the Airport's Incentive Package

Volaire understands various levels and degrees of economic incentives are necessary to retain existing service, let alone attract new air service. The Volaire team is well-versed in the appropriate incentives necessary in today's challenging air service environment.

We have assisted many of our clients in developing their air service development incentive plans. Importantly, our advice always includes providing for flexibility in these packages; all possible scenarios cannot be accommodated in a written incentive plan, so flexibility in incentive plans is often necessary when negotiating with an airline. Virtually all new routes our clients have been awarded required incentives and negotiations with airlines; the clients either allowed us to negotiate on their behalf or negotiated themselves with our coaching.

Meetings via Video Conferencing

Consultant can meet with Airport via video conferencing to discuss Airport's Air Service Development initiatives at intervals requested by Airport.

Other Air Transportation Consulting Services as Required

Consultant can assist the Airport with *ad hoc* analyses or questions related to air service data and schedules sourced by Airline Data Inc. This could include, but would not be limited to, market definition/analysis, route analyses, or other on-call analysis as requested by Airport.

As a full-service air service development consulting firm, Volaire provides a significant number of analyses to support client air service development strategies and tactics.

Community Visits / Local Outreach

Voltaire has extensive experience presenting technical analyses and data to airport board members and other stakeholders in the communities he serves. While data would be an ongoing component of these presentations, much of the discussions would focus on the importance of ongoing community support for air service at the Airport. We typically outline the realities of the current air service environment, discuss what other communities are doing to rebuild and maintain their air service in the wake of the COVID-19 pandemic, and listen to the economic challenges and opportunities facing the community. We then use these interactions to more effectively message immediate and emerging opportunities with the Airport's incumbent airlines and also use the information as a platform to lobby prospective, new-entrant carriers about future service possibilities.

Leakage and Retention Study

If needed, Consultant can develop an updated new drive diversion/passenger leakage study detailing Airport use for catchment area passengers for CY 2019 (2019 will serve as the "high water mark" for several years for demand in the Airport's catchment area). The updated study will include zip detail including passenger demand, average fares, revenue, top markets, and carrier usage.

The analysis will include both filed passenger demand data and booking data by zip code. The study will use Consultant's proprietary methodology to determine the drive diversion of passengers to and from other airports and to develop an actual market size for the catchment area.

Data reporting

Consultant will provide the Airport with specific data reports, including historical data updates with each Department of Transportation (DOT) release of quarterly airline-provided data. These reports will be provided on or about February, May, August, and November, depending on the DOT's timely release of data.

These reports will include: Top passenger origin and destination markets for the period and compared to the last 12-month period; Average one way fare in each top origin and destination passenger market; Passengers and one way fare by carrier serving the market, including carrier share in each market; Monthly report of daily flight schedules; Unlimited ad hoc data of any kind and at any time at Airport's request.

Projects Charged at Additional Hourly Rates

Video Production

Consultant and its video production contractor can update the Airport's air service development video, other media elements, or create specific new videos for the Airport. The video update can include new, on location video, updated interviews with local air service users, airport leadership, and community leaders, updated graphics, and can be tailored to each targeted airline.

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Consultant will research and develop the business case for proposed service. Consultant will write the application for funding and assist Airport in its submission. Consultant will work to secure airline support for the initiative.



Pricing Detail

All work provided in the retainer scope in this proposal will be priced at a flat monthly fee of \$4,500 per month for the full period of the agreement, including option years. The flat fee will include all expenses – no other fees will apply – even for expenses incurred by Volaire in performing the work outlined in the scope, including travel expenses.

All other work will be performed at an hourly fee of \$250 per hour for the full period of the agreement, including option years. Additional work, beyond the scope of the retainer, will only be commenced upon written notice from the County and/or the Airport. No other expenses will apply.