

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/21/2023

Contract/Lease Control #: C23-3350-AP

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: AIRPORT COORDINATION SERVICES,LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2023

Expiration Date: 06/20/2025 W/1 1 YR RENEWAL

Description of: AVIATION PROFESSIONAL CONSULTING FOR THE OKALOOSA COUNTY AIRPORTS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

**CONTRACT FOR
AVIATION PROFESSIONAL CONSULTING SERVICES**

This Contract executed and entered into this 20th day of June, 2023, between Okaloosa County, Florida, (“County”), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Airport Coordination Services, LLC (“Contractor”), a Florida Limited Liability Company, whose principal address is 18 Beachwood Road, Fernandina Beach, FL 32034, states as follows:

WITNESSETH:

WHEREAS, the County has identified a single source provider to meet the needs for specialty **Aviation Professional Consulting for the Okaloosa County Airports**; and

WHEREAS, after review of the single source documentation, Airport Coordination Services, LLC has been selected for the **Aviation Professional Consulting Services for the Okaloosa County Airports**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit “C” attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit “A”, Professional Services Proposal for Okaloosa County Airports to provide consulting services related to Professional and Technical Support relative to the VPS Airline Schedule Management Program.
2. Exhibit “B” Contractors Fee Schedule
3. Exhibit “C”, Federal Regulations, attached hereto and made a part of the contract.
4. Exhibit “D”, Vendor’s on Scrutinized List Form

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**CONTRACT #: C23-3350-AP
AIRPORT COORINATION SERVICES, LLC
AVIATION PROFESSIONAL CONSULTING FOR
THE OKALOOSA COUNTY AIRPORTS
EXPIRATION: 06/20/2025 W/11 YR RENEWAL**

II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A".

III. Invoice Requirements

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "A".

The County will authorize the Contractor to proceed on a Task Order/Scope of Services basis that will be negotiated for each project. Said Task Order/Scope of Services shall be in such format as established by the County. Each Task Order/Scope of Services will be consecutively numbered and be of sufficient detail to assure a complete project. The County makes no guarantee as to the amount or type of projects that will be assigned. Projects will be assigned at the sole discretion of the County. No work will commence until a fully executed Task Order is received by the Contractor unless the Airports Director approves an immediate support requirement and provides justification. The scope of services assigned under any Task Order may include but is not limited to any of the services delineated on Exhibit A attached to this Agreement.

The County shall pay the Contractor for services satisfactorily performed at the amount indicated in each Task Order/Scope of Services attached to this Agreement, which includes all direct charges, indirect charges and reimbursable expenses, if any. The Contractor will base its charges on the Schedule of Fees attached as Exhibit B or alternatively pursuant to any lump sum fee established under any Task Order. The Contractor will bill the County monthly as work progresses. County shall give notice of invoiced sums which it may reasonably dispute or contest. Invoices will, at minimum, be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining.

The compensation for Services to be defined in each Task Order/Scope of Services for each assignment to this Agreement will be based on either a lump sum amount or on time and materials NOT TO EXCEED basis based on the Contractor's Schedule of Fees, included as Exhibit B, for the actual time worked on the task. Contractor also will be compensated for subcontracts and outside services incurred for the task, no mark up for these services will be allowed.

IV. Duration of Contract and Termination of the Contract

The Contract will be effective when all parties have signed and will continue for two years. The contract may be renewed for an additional one (1) year period with mutual agreement from both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within fourteen (14) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement 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 Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Remedies

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.

VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be

performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Tracy Stage, A.A.E, Airports Director
1701 State Road 85 N
Eglin AFB, FL 32542-1498
Phone: 850-651-7160
Email: tstage@myokaloosa.com

The authorized representative for Airport Coordination Services, LLC shall be:

Brian Meehan, Manager
18 Beachwood Road
Fernandina Beach, FL 32034
(571) 216-4133
brian.meehan@schedulecoordination.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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

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

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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.

4. 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.

XI. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XIV. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVI. Third Party Beneficiaries

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.

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Airport Coordination Services, LLC 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 Airport Coordination Services, LLC obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XVI. Subcontracting

Contractor 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 Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
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 BCC. 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, Okaloosa County BCC 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 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella

or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

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.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

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. Worker's 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	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability (E&O)	\$1,000,000 each claim

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 notice of cancellation; ten (10 days' 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 and the satisfactory character of the Insurer.

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

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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

XXI. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

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

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

XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXIII. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

AIRPORT COORDINATION SERVICES, LLC

OKALOOSA COUNTY, FLORIDA

Brian W. Meehan, Manager
Printed Name/Title

Brian W. Meehan
Signature

May 22, 2023
Date:

[Signature]
Robert A. "Trey" Goodwin III, Chairman
Board of County Commissioners

Date: 06/20/2023

ATTEST: [Signature]
J.D. Peacock II, Clerk of Circuit Court

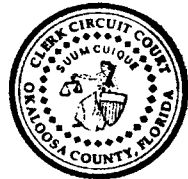


Exhibit "A"
Professional Services Proposal

**Airport Coordination Services, LLC
Professional and Technical Support Services Proposal for
Okaloosa County Airports**

**Destin-Fort Walton Beach Airport (VPS)
Schedule Management Program**

April 28, 2023

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror because of, or in conjunction with, the submission of this data, the Government shall have the right to duplicate, use, or disclose this data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this proposal.

A. Introduction:

Airport Coordination Services, LLC (ACS) is pleased to submit this proposal to Destin-Fort Walton Beach Airport (VPS), Okaloosa County Airports, for Professional and Technical Services Support. This task is expected to include a variety of programmatic, technical, analytical, communications, and operational support for the VPS Schedule Management Program and related requirements as established and defined by VPS.

ACS is uniquely qualified to support the VPS Schedule Management Program and has provided similar services to the Federal Aviation Administration since the early 1980's.¹ We offer expertise in programs to manage the coordination of air carrier schedules in a fair, neutral, transparent, and non-discriminatory manner in compliance with the VPS Schedule Management Program policies, industry best practices and guidelines used at other United States and global airports. Our expertise includes the consideration of applicable laws and regulations; drafting appropriate program documentation and procedures; analyzing air traffic operations and airport capacity constraints; and communicating with VPS and other stakeholders effectively.

ACS has supported the development, implementation, and administration of current rules for the coordination and facilitation of schedules based primarily on runway capacity parameters at U.S. airports. In addition, our proposed staff have been active on global procedures for the coordination and facilitation process based on various elements of airport capacity beyond runways to include terminal and gates, check-in counters, baggage, passenger flow, aircraft parking positions and a myriad of specific, local operating conditions or constraints that might require a formalized process to manage air carrier schedules and airport demand. We are part of the Worldwide Airport Slot Board, a group of twenty-one representatives of the global airline, airport, and coordinator communities, that establish the Worldwide Airport Slot Guidelines (WASG) to provide a framework for managing airport demand at constrained airports. We have successfully been working with airlines, airports, and regulators and would look forward to sharing our experience and knowledge to continue the VPS Schedule Management Program and build on its successful beginnings.

B. Background:

Destin-Fort Walton Beach Airport is located on Eglin Air Force Base (EAFB) and operated by Okaloosa County, Florida. EAFB is one of twenty-one military airfields owned by the U.S.

¹ Contracted professional services to the FAA have been provided by a commonly owned sister company since 1988 and by the company owner, Brian Meehan, since 1982. For this proposal, the professional experience and expertise of the proposed staff as employees of the sister company will be considered as ACS experience. In addition, a proposed subcontract would include Gerry Shakley with Air Traffic Flow Management Consulting, LLC.

Department of Defense that the Congress has authorized for joint use by military and civilian aircraft. However, Congress expressly provided that joint use would only be allowed if it did not compromise the U.S. Air Force's safety, mission capability, security, readiness, or quality of life. In addition, the legislation also provides that operational considerations will be based on the premise that military aircraft will receive operational priority.

Okaloosa County (County) operates VPS under an Enhanced Use Lease and a Joint Use Agreement (JUA) between the U.S. Air Force (USAF) and the County. To ensure the VPS operations do not compromise USAF safety, mission capability, security, and readiness, the JUA limits the number of scheduled civil operations by hour and by day. To ensure the number of scheduled civil operations does not exceed the limits imposed by the JUA, the County has established policies to manage schedules at VPS through a Schedule Management Program.

VPS generally expects to follow the Worldwide Airport Slot Guidelines (WASG) to the extent it does not conflict with the VPS Schedule Management Program Policy or U.S., Florida, local statute, or regulations. The County's objective is to provide opportunities for air carriers to maximize the use of VPS airport while operating schedules consistent with the JUA hourly limits and airport constraints. However, given the limits in the JUA and increased demand for air service at VPS, the County and VPS must ensure the process of approving flights is fair, neutral, and transparent to all parties.

C. Scope of Work and Technical Approach:

Okaloosa County and Destin-Fort Walton Beach Airport require technical and programmatic support in several areas to ensure compliance with the USAF/County Joint Use Agreement regarding the limits on scheduled civil operations. Certain aspects of VPS operations and the JUA limitations present unique challenges and policy issues. The County requires qualified Subject Matter Experts with demonstrated experience in activities associated with managing and administering the VPS Schedule Management Program or similar programs at other airports.

ACS would provide qualified personnel to address the broad requirements associated with schedule management at VPS. Our general understanding of the Program requirements, the support needed for successful schedule management process, airline and industry interactions, briefings and reports, and recurring tasks are summarized in this section. This proposal is not intended to be all inclusive of anticipated support or to be overly repetitive of WASG or statements by VPS on the Schedule Management Program or policies. We expect the County will issue individual Task Orders that may provide additional details on specific requirements, deliverables, or timelines.

1. Schedule Management Program – Continued Implementation and Management.

- Administer schedule management and facilitation for the Program.

- Support coordination with air carriers and the user community on matters associated with the implementation and management of the Program. Prepare appropriate schedule data consistent with the VPS Schedule Management Program Policy and generally accepted industry standards, such as the Worldwide Airport Slot Guidelines (WASG).
- Draft and provide appropriate communications to the air carriers and user community consistent with Program requirements, objectives, and air carrier schedule submissions or changes. Acknowledgement of receipt to air carriers would be the same day if received during business hours and by the next business day if received outside business hours. Responses to the initial, seasonal submissions are due by the date in the WASG Calendar of Coordination Activities. Responses to other air carrier submissions or changes are expected within three business days. If additional time is required to respond, the reason for the additional time is to be communicated to the air carrier, and an estimate given for when the air carrier will receive a complete reply.
- Identify and provide recommendations for alternative guidelines to VPS where the WASG may not be compatible or appropriate for VPS given policies, circumstances, or legal considerations. Prepare briefings for VPS and industry as needed to review significant differences, alternative guidelines, or local rules for use in the VPS Program.
- Receive, review, process, and analyze initial schedule submissions for the summer and winter seasons and subsequent updates throughout the scheduling seasons. This includes historic schedules, flight changes, and requests for new services. Analysis shall include, as appropriate, approved schedules for the prior equivalent scheduling season or changes to a current scheduling season, approved schedule assignments and hourly limits, submission of required scheduled information by the air carrier, and VPS priorities established for schedule management.
- Convert non-standard schedule submissions into standard formats necessary for reviewing and processing hourly schedule allocations. Provide reasonable accommodation and guidance to air carriers operating, or planning to operate, at VPS to provide standard format schedule data as soon as practical.
- Manage the Schedule Management Program by monitoring, analyzing, and processing air carrier submissions of cancellations, requests for flight changes, new flights, and other schedule messages submitted by air carriers. These reviews include determining consistency with the established hourly scheduling limits, Program Policy priorities, and WASG practices.

- Analyze scheduled and actual operations to determine usage by air carrier and by time and whether established minimum slot usage has been met by the carrier. Prepare and distribute listing of schedules and times with historic status for each air carrier during each scheduling season.
- Track flight requests that are not accommodated and manage a waitlist for schedule improvements and changes as requested by the air carrier.
- Create reports on approved schedule times by hour, air carrier, and/or date to provide transparency on approved schedules and the times that may be available for additional or rescheduled operations.
- As needed, prepare *ad hoc* reports, correspondence, or briefings for Airport Management or other stakeholders concerning the Schedule Management Program.
- Review current and proposed documentation, policies, and procedures for the Schedule Management Program. Provide briefings to Airport Management on findings and draft appropriate documents as needed.
- Provide briefings for airlines or stakeholders on Program policies, documents, changes, or other issues as required.

2. Airport Slot Coordination and Schedule Management Software Tools.

- If required by Task Order, and subject to prior VPS review and approval, provide leased technical schedule management software for use by VPS for the Schedule Management Program. VPS may also choose to acquire software licenses through other contracts or means.
- Review and assess viable software and system options for use in the Program and provide options and recommendations. To the extent practical, the preference is for commercial off-the-shelf software consistent with standard industry practices and data exchange protocols referenced in the WASG or similar sources.
- Identify potential changes to how VPS currently manages schedule information and whether certain software capabilities or limited customization could potentially enhance the efficiency of the VPS Program. Prepare software related options and recommendations as appropriate.

3. Air Traffic Operational Analysis and Metrics Support.

- Provide support as needed to VPS for meetings with the USAF regarding air traffic operations at VPS, provision of information on schedules and operations required by the USAF, and other information necessary as the USAF may require to assess civil aircraft operations permitted under the JUA.
- Assist VPS with technical air traffic and commercial aviation analysis in preparation for any changes or amendments to the JUA.

D. Proposed Staff:

ACS proposes a team of professional experienced in airport coordination, flight schedule and air traffic operational analysis, performance metrics and data, legal issues and regulatory requirements related to airport schedule management practices in the U.S., globally, and through experience with providing technical advice to establish and administer the VPS Program.

Brian Meehan:

Brian Meehan is one of the most experienced and knowledgeable slot coordinators in the world, having begun his role as slot coordinator for the FAA in 1982. Brian is a founding member of the Worldwide Airport Coordinators Group, an association of airport coordinators, schedule facilitators, and partners from around the world, and serves on its board as a member elected by his coordinator colleagues. Having spent more than four decades as the lead on slot coordination for the FAA, Brian's impact on American aviation has been enormous and foundational, having developed airport capacity planning techniques that are widely used today.

Brian serves on the Worldwide Airport Slot Board, which is the international slot policy governing body that includes airlines, airports, and slot coordinators. He served on the industry's Strategic Review Management Group to lead a recent review and update of slot guidelines. Brian has briefed the FAA Administrator and Department of Transportation leadership countless times on airport capacity planning and has trained dozens of FAA managers on aviation industry and slot matters. Additionally, he has been the principal presenter in dozens of meetings and briefings of best practices with foreign aviation regulators and industry groups. Brian continues to lead the slot coordination team at FAA and works tirelessly to ensure fair implementation of policies to manage airport capacity and delays.

Brian's experience at the FAA with airport slot coordination includes supporting the FAA Air Traffic Organization, Office of the Chief Counsel, other FAA Lines of Business, and Office of the Secretary of Transportation on a range of issue. These include program management and administration, slot rulemaking, drafting rules and other regulatory notices, drafting required documentation and correspondence, air traffic operational and delay analysis, negotiating carrier schedule adjustments to meet FAA congestion management, delay reduction, performance goals,

and assisting stakeholders with education and training to comply with slot requirements efficiently and effectively.

Brian graduated from University of Pittsburgh, Pittsburgh, PA with a B.A. Political Science and Communications. Continuing education includes short courses on airline network planning and slot coordination by IATA; airline operations by George Washington University; airport operations by AAAE; airport congestion management and air traffic management by NEXTOR; and various federal government contracting training courses by Federal Publications, Inc. and Management Concepts, Inc.

Lee Anderson:

Lee Anderson has nearly a decade of experience as an airport slot coordinator working on FAA contracts with our ACS sister company and is an expert in the WASG having implemented them at U.S. airports and serving on multiple WASG revision work groups. Lee has extensive capability in transportation planning, beginning his career scheduling and crewing city buses for Metropolitan Washington transportation authorities. Additionally, Lee's previous work experience includes time as a policy analyst for the Philadelphia Mayor's Office (Operator of Philadelphia International Airport) and as a transportation logistics expert for CBS Corporation (primarily moving news equipment in conjunction with the Air Force Presidential Airlift, Joint Base Andrews, MD).

In his current role providing airport slot coordination services, along with policy and regulation support under an FAA contract, Lee has regular communications with nearly a dozen airports and more than 100 airlines worldwide and serves as a leading figure in American airport capacity planning. Lee's knowledge of the industry is broad, having provided airports and airlines with detailed, granular analysis to help them find commercially advantageous air traffic capacity solutions withing existing capacity parameters and rules.

As a schedule coordinator for VPS and Okaloosa County, Lee would apply his board expertise to ensure the continuation of a world-class schedule management program at VPS. Specifically, Lee would regularly communicate with the airlines serving VPS to ensure that the program is effectively administered according to the established VPS Schedule Management Program Policy. Lee would apply slot coordination best practices to fairly and efficaciously deliver a flight schedule that is in full compliance with the VPS Joint Use Agreement. Lee's familiarity with slot administration software, including the proprietary product currently used by VPS, will ensure that the airport is able to maintain transparent and accessible data sets in full compliance with VPS policy objectives and other applicable statutes and regulations.

Lee's strength as seasoned airline negotiator and schedule planner will assist VPS in maintaining good working relationships with the airport's airline customers. Lee has long-established professional relationships with every airline that serves VPS and can leverage those existing relationships to maintain trust and cooperation during the schedule coordination process. Lee

will ensure that the airlines at VPS are in full compliance with their schedule approvals by analyzing schedule and operational data, identifying issues and trends, and providing recommendations to VPS to improve the Program or ensure compliance. Lee will also be responsible to replying to slot data requests, compiling initial slot requests, analyzing demand levels, maintaining a slot wait list, issuing slot historic listings and issuing initial slot allocations listings, among other routine tasks laid out in the IATA Calendar of Coordination Activities and the individual Task Orders.

Lee graduated from Haverford College, Haverford, PA with a B.A. Political Science, *cum laude*, and completed his M.A. in Public Administration and Policy, *cum laude*, at American University in Washington, D.C.

Gerry Shakley:

Gerry Shakley founded Air Traffic Flow Management Consulting, LLC and would provide support under a subcontract to ACS if approved by the County. Gerry currently provides professional support and serves as a Subject Matter Expert (SME) to VPS and Okaloosa County through a contract with CGH Technologies, Inc. In this role, he provided key technical assistance to VPS for discussions with the USAF on the recent JUA. This included an assessment of air traffic operations and procedures, recommendations for potential operational efficiencies between Eglin AFB and relevant FAA air traffic control facilities, and documentation and briefing materials for use by VPS for the JUA discussions. Gerry also assisted VPS with developing and implementing the current VPS Schedule Management Program to ensure that VPS scheduled civil aircraft operations remain within the limits established in the JUA.

Gerry Shakley has extensive experience in aviation, having worked as an air traffic control specialist in various field, supervisory and senior advisory roles for more than thirty years with the FAA and more than twelve years of experience in consulting services as Director, Aviation Metrics & Analysis and Senior Air Traffic Advisor under subcontract agreements with Vollano and various subcontractor roles as Air Traffic Advisor to CGH Technologies.

Gerry spent twenty-nine years with the FAA, the last fourteen of which were in Senior Advisor and Special Assistant roles to the Director of Air Traffic, multiple Air Traffic Organization (ATO) Vice Presidents for System Operations Services, and the Director of System Operations, on policy and administrative issues with a focus on air traffic control operational and air traffic management issues. He also wrote, reviewed, and analyzed proposed legislation, regulations, and policies for the Vice President, System Operations Services, and the FAA, including the Slot Administration Office. Gerry represented senior ATO management in policy, program, and operational issues with senior FAA and Department of Transportation management, other FAA personnel, congressional staff, airline and airport representatives, and other industry stakeholders.

As an active En Route Air Traffic Controller and Operations Manager, Gerry developed new concepts, processes, and procedures and implemented new traffic management initiatives. Gerry was instrumental in establishing the use of data and performance metrics in managing air traffic control, airport, and airspace operational efficiencies. This includes the FAA’s Aviation System Performance Metrics System (ASPM), used throughout the aviation industry. He is an expert in extracting relevant data from ASPM to meet client requirements to identify and achieve operational or other goals. He served as a SME to FAA on metric development, data and performance analysis, and operational and policy aspects of the FAA Slot Administration Office. Gerry also provided support to the Director of FAA Surface Management Office as an SME in FAA Traffic Flow Management and air traffic policies related to the surface management program and Terminal Flight Data Management.

Gerry graduated from California University of Pennsylvania, California, PA, with a B.S. Education, and has received many distinguished awards throughout his carrier, including the Secretary of Transportation’s Gold Medal; Secretary of Transportation’s Special Award; Secretary of Transportation’s Team Award; Secretary of Transportation’s Award for Partnering for Excellence; and the FAA Administrator’s Special Award.

E. Pricing:

Individual tasks, estimated hours, travel, and other direct costs are to be approved on a task order basis.

Labor will be priced on a Time and Materials basis per Task Order. We will provide Subject Matter Experts in Airport Coordination to meet the requirements of the VPS Schedule Management Program. An annual escalation of 4 percent applies after Year 1.

Year	Labor Category	Hourly Rate
Year 1 (months 1-12)	Subject Matter Expert, Airport Coordination	\$225.00
Year 2 (months 13-24)	Subject Matter Expert, Airport Coordination	\$234.00

Travel, lodging, meals, and incidental expenses (M&IE) in direct support of the Task Order requirements, will be submitted for advance approval. All invoiced amounts will be in accordance with the Joint Travel Regulations (JTR). Airfare will be priced at economy fares.

Other Direct Costs, including airport coordination software if required by Task Order, will be submitted for advance approval.

Travel and Other Direct Costs will be billed at cost without administrative handling charges.

Exhibit "B"
Contractors Fee Schedule

Year	Labor Category	Hourly Rate
Year 1 (months 1-12)	Subject Matter Expert, Airport Coordination	\$225.00
Year 2 (months 13-24)	Subject Matter Expert, Airport Coordination	\$234.00

An annual escalation of 4% applies for any subsequent year.

Standard Contract Clauses

Exhibit “C”

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.
 - a. 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

- c. 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-
 - a. Enrollment in the E-Verify program; or
 - b. 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.
 - a. 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.
 - b. 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.

- c. 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>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. 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
 - iii. 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 € (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.

Exhibit "D"
Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate AIRPORT COORDINATION SERVICES, LLC, 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: May 22, 2023 SIGNATURE: 
COMPANY: Airport Coordination Services, LLC NAME: Brian W. Meehan
(Typed or Printed)
ADDRESS: 18 Beachwood Rd.
Fernandina Beach, FL 32034 TITLE: Manager
E-MAIL: brian.meehan@schedulecoordination.com
PHONE NO.: (571) 216-4133



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 05/01/2023

PR No:

Requestor: Tracy Stage

Phone No: 1006

Department/Division: Airports

Item Description: Professional Services for VPS Schedule Management Program

Vendor: Airport Coordination Services, LLC

Vendor's Address: 18 Beachwood Road
Fernandina Beach, FL 32034

Vendor's Telephone No: 571-216-4133

Point of Contact: Brian Meehan

Single Source Justification: See Attached.
(attach additional does if any)

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Requesting Department Director Signature (or authorized Designee)

Date 5-1-23

REVIEW BY OMB AND PURCHASING	
Approved: <input checked="" type="checkbox"/>	OMB and Purchasing Department Comments: Attach additional documentation.
Denied: <input type="checkbox"/>	
OMB Director Signature	Date

Airport Coordination Services, LLC
Single Source Justification

From Section 19 of the Okaloosa County Purchasing Manual:

A. A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g., parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Department Response: While there are multiple aviation/airport consultants in the industry, the requirement for expertise in airport slots and capacity restrictions is a specialized area and there are no other consultants who provide the type of services the Airports Department currently needs in this matter. This contract would replace a current single source contract that included support for discussions with the Air Force on the Joint Use Agreement, air traffic control issues, and the initial airport allocation program and airline schedule review process needed to comply with the scheduling limits in the Joint Use Agreement.

The continuing requirement is primarily for continued support of the airport's allocation program to manage airline schedules consistent with the Joint Use Agreement, to adhere to standard industry allocation practices, and to maximize the use of available airport capacity. Air traffic control expertise may also be required on an as-needed basis to support tasks such as airport capacity analyses or meetings between the Airport Department and the Air Force.

The principals at Airport Coordination Services, LLC. (ACS) have been contracted by the FAA since the 1980s to provide airport slot coordination services at some of the nation's busiest and high-demand airports including Kennedy, LaGuardia, and Newark in the New York City area, Washington's Reagan National Airport, Chicago O'Hare, Los Angeles International, and San Francisco International. Support to the FAA has also included negotiating schedule adjustments at other U.S. airports to match airport capacity constraints, preparing regulatory notices, operational analyses, and briefing senior management at FAA, DOT, and other agencies. ACS staff are active in the slot coordination community on the Worldwide Airport Slot Board (WASB), which is comprised of airline, airport, and slot coordinator representatives. The WASB amends and approves the Worldwide Airport Slot Guidelines (WASG), oversees industry working groups to review global slot control procedures and pertinent slot-related issues, and promotes best practices for airport slot coordination.

ACS would provide critical support as the VPS allocation program continues to mature and meet the needs of the County, Airport, airlines, and the traveling public. ACS has proven and recognized expertise in similar programs, familiarity with airline schedule practices and airport demand management programs, and experience in dealing with complex legal and policy issues. ACS would provide Destin-Fort Walton Beach Airport with experts in the field familiar with the slot programs, software, data, and communication protocols, and established relationships with network planning staff at airlines operating at our airport, throughout the U.S., and around the world. Other ACS support would include personnel experienced with the recent Joint Use Agreement negotiations, air traffic operational analysis

impacting Destin-Fort Walton Beach Airport, and the implementation of the current allocation program. ACS has unique, extensive experience that presents high quality support, and at low risk, to meet our requirements.

B. Purchases of goods and/or services from a single source may be exempted from the competitive procurement requirements upon confirmation that: (1) the use is justified based on costs or interchangeability factors; (2) the use is recommended by the project architect, engineer, or affected department director; and (3) the rationale for single source is approved by the OMB Director. Such awards will be made within the authorized limits identified in Table 1 of this Manual.

Department Response: The use of ACS is justified as single source, as the expertise these individuals hold for airport allocation and capacity management programs in the United States is unique. This meets the criteria for single source as specific experience in the field of slot program development is required and not interchangeable with the qualifications of any other firm or consultant. As there are only 21 joint use airports in the country and none of them have the complexities we have, there is no other airport that has had the need to directly solicit this specific type of service before. The selection of ACS is recommended by the Airports Director and has been approved by the OMB Director.

C. Prior to award, a notice of intent to award shall be posted for any and all single source procurements as set forth in Section 14.7 of this policy.

Department Response: The intent to award for this contract was published on May 5, 2023 in accordance with County policy.

D. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval.

Department Response: The Department has drafted a contract that is currently in coordination with the intent to take the contract to the Board of County Commissioners meeting for approval on June 20, 2023.

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

Procurement/Contract/Lease Number: TBD Tracking Number: 4921-63
Procurement/Contractor/Lessee Name: Arrat Coordination Services Grant Funded: YES ___ NO X
Purpose: Avata Professional consulting
Date/Term: 2 yrs w/ 1 yr renewal 1. GREATER THAN \$100,000
Department #: 4201 2. GREATER THAN \$50,000
Account #: 531100 3. \$50,000 OR LESS
Amount: \$150,000
Department: Arrat Dept. Monitor Name: 8/1/21

Purchasing Review

Procurement or Contract/Lease requirements are met: [Signature] Date: 5-2-2023
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: _____ Date: _____
Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 5-2-23
Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 5-2-23
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, May 2, 2023 3:52 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Single Source - Airport Coordination Services, LLC

This 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: DeRita Mason
Sent: Tuesday, May 2, 2023 8:03:00 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk; Odessa Cooper-Pool
Subject: FW: Single Source - Airport Coordination Services, LLC

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Odessa Cooper-Pool
Sent: Tuesday, May 2, 2023 9:28 AM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk
Subject: RE: Single Source - Airport Coordination Services, LLC
Attachments: 2023.04.28 Airport Coordination Services Proposal for VPS Schedule Management Program Support.pdf; Air Coordination Services DRAFT Contract.docx; Single Source - Airport Coordination Services, LLC.pdf; Single Source Justification Continued.docx

Hello DeRita,

The word document for "Contract for Aviation Professional Consulting Services", the Certificate holder should be Okaloosa County BCC. With that change, the attached contract draft is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, May 2, 2023 7:03 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: FW: Single Source - Airport Coordination Services, LLC

Good morning,
Please review and approve the attached.