

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/02/2021

Contract/Lease Control #: C17-2582-AP

Procurement#: RFP AP 29-17

Contract/Lease Type: CONTRACT

Award To/Lessee: VOLAIRE AVIATION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2017

Expiration Date: 06/20/2022

Description of: AIR SERVICE DEVELOPMENT CONSULTING SERVICES

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

**RENEWAL OF CONTRACT C17-2582-AP
VOLAIRE AVIATION, INC.
FOR AIR SERVICE DEVELOPMENT CONSULTING SERVICES AT THE
DESTIN - FORT WALTON BEACH AIRPORT**

This Renewal, made and entered into this 6th day of June, 2021, hereby renews the Agreement for Air Service Development Consulting Services at the Destin - Fort Walton Beach Airport, dated June 21, 2017, by Volaire Aviation, Inc, ("Contractor"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

ML Carson
BCC Records

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C17-2582-AP for Air Service Development Consulting Services on June 21, 2017 at the Destin – Fort Walton Beach Airport with the Contractor, which has a current expiration date of June 20, 2021; and

WHEREAS, on May 5, 2020, the contract was renewed for the first one (1) year period and amended to incorporate specific provisions in the contract; and

WHEREAS, Article Six, Duration of Contract, states in part, "Contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing". This is the second and final renewal of the contract.

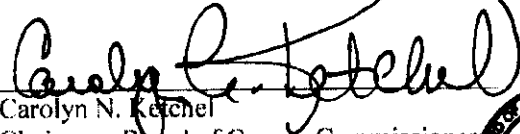
NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

RENEWAL

1. In accordance with Article Six of C17-2582-AP, the County renews the Volaire Aviation Contract with a new expiration date of June 20, 2022. This is the second and final renewal of the contract.
2. Volaire Aviation by execution of this Contract Renewal, and in consideration of consent by Volaire Aviation of the same, is bound by all terms of the Contract Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original contract.

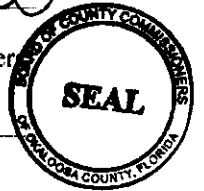
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

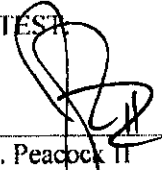


Carolyn N. Ketchel
Chairman, Board of County Commissioners

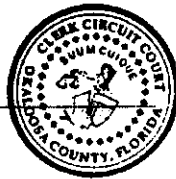
Date: JUN 01 2021



ATTEST



J.D. Peacock II
Clerk of Circuit Court



VOLAIRE AVIATION, INC.

[Signature]
John A. Penning III
President

Date: 5-6-2021

WITNESSES:

[Signature]
Witness
[Signature]
Witness

ACKNOWLEDGMENTS

STATE OF FL
COUNTY OF Okaloosa

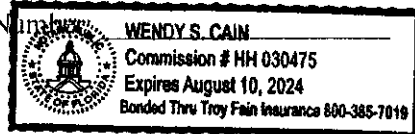
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5.6.21 by JOHN A. PENNING III. He is personally known to me or has produced Drivers License as identification

Sworn and subscribed before me this 6 day of May, 2021

[Signature]
NOTARY (Signature)

Wendy S. Cain
NOTARY (Printed Name)

Commission Number



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

Procurement/Contract/Lease Number: C17-2582AP Tracking Number: 4303-21
Procurement/Contractor/Lessee Name: Volare Aviation Grant Funded: YES ___ NO X
Purpose: Renewal
Date/Term: 6-20-2022
Department #: 4201
Account #: 53110
Amount: 45,000.00
Department: Airport Dept. Monitor Name: Stoye

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 4-19-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 4-21-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 4-21-21
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: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 9, 2020 12:52 PM
To: DeRita Mason
Cc: Lynn Hoshihara NGN-Tally
Subject: RE: Volaire Aviation Contract Renewal for Coordination

This amendment is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

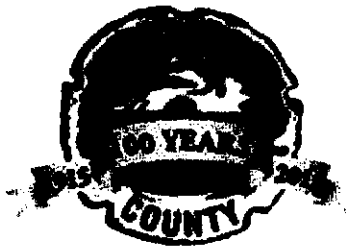
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 17, 2020 9:38 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: FW: Volaire Aviation Contract Renewal for Coordination

Sorry, I spelled it wrong.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Lisa Price
Sent: Wednesday, April 21, 2021 11:33 AM
To: DeRita Mason
Subject: RE: Outstanding Coordination

This is approved by Risk.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

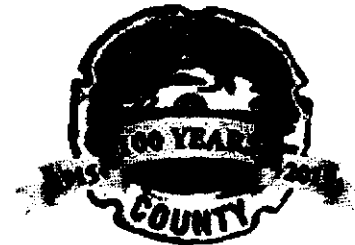
For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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: Wednesday, April 21, 2021 10:45 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RE: Outstanding Coordination

See attached.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2021

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 The Ralston Group, LLC 8606 Allisonville Road Ste: 240 Indianapolis IN 46250		CONTACT NAME: Michael Higgs PHONE (A/C, No, Ext): (317) 572-1563 E-MAIL ADDRESS: mhiggs@theralstongroupllc.com	FAX (A/C, No): (317) 813-3022
INSURED Volaire Aviation Inc. 8500 E 116th St Unit 728 Fishers IN 46038		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TWIN CITY FIRE INS CO (HARTFORD)	NAIC # 29459
		INSURER B: TRUMBULL INS CO (HARTFORD)	27120
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	01/03/2021	01/03/2022	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 - COM/OP AGG \$ 4,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	36SBAIB9018	01/03/2021	01/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED: RETENTION \$	Y	Y	36SBAIB9018	01/03/2021	01/03/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	36WECIC6122	01/03/2021	01/03/2022	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	01/03/2021	01/03/2022	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 policies.

CERTIFICATE HOLDER Okaloosa County BOCC 302 Wilson St Suite 301 Crestview FL 32536	CANCELLATION 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, LEASE, AGREEMENT CONTROL FORM

Date: 05/07/2020

Contract/Lease Control #: C17-2582-AP

Procurement#: RFP AP 29-17

Contract/Lease Type: CONTRACT

Award To/Lessee: VOLAIRE AVIATION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2017

Expiration Date: 06/20/2021

Description of AIR SERVICE DEVELOPMENT CONSULTING SERVICES

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2021

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 The Ralston Group, LLC 8606 Allisonville Road Ste: 240 Indianapolis IN 46250		CONTACT NAME: Michael Higgs PHONE (A/C, No, Ext): (317) 572-1563 E-MAIL ADDRESS: mhiggs@theralstongroupllc.com FAX (A/C, No): (317) 813-3022																						
INSURED Voltaire Aviation Inc. 8500 E 116th St Unit 728 Fishers IN 46038		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>TWIN CITY FIRE INS CO (HARTFORD)</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td>TRUMBULL INS CO (HARTFORD)</td> <td>27120</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TWIN CITY FIRE INS CO (HARTFORD)	29459	INSURER B:	TRUMBULL INS CO (HARTFORD)	27120	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	36SBAIB9018	01/03/2021	01/03/2022	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 \$
A	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 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	36SBAIB9018	01/03/2021	01/03/2022	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 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	36SBAIB9018	01/03/2021	01/03/2022	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	01/03/2021	01/03/2022	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	01/03/2021	01/03/2022	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.

CONTRACT#: C17-2582-AP
 VOLAIRE AVIATION, INC.
 AIR SERVICE DEVELOPMENT CONSULTING SERVICES
 EXPIRES: 06/20/2021

CERTIFICATE HOLDER**CANCEL**

Okaloosa County BOCC

302 Wilson St Suite 301
Crestview FL 32536

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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**RENEWAL AND AMENDMENT OF CONTRACT C17-2582-AP
VOLAIRE AVIATION, INC
FOR AIR SERVICE DEVELOPMENT CONSULTING SERVICES AT THE
DESTIN FORT – WALTON BEACH AIRPORT**

This Renewal and Amendment, made and entered into this 5th day of May, 2020, hereby renews and amends the Agreement for Air Service Development Consulting Services at the Destin Fort-Walton Beach Airport, dated June 21, 2017, by Volaire Aviation, Inc, (“Consultant”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C17-2582-AP for Air Service Development Consulting Services on June 21, 2017 at the Destin – Fort Walton Beach Airport with the Consultant, which has a current expiration date of June 20, 2020; and

WHEREAS, Article Six, Duration of Contract and Termination of the Contract, states in part, “Contract may be renewed for two (2) additional one (1) year periods upon mutual consent by both parties in writing; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific provisions in contracts. These provisions are being incorporated in this amendment as listed; and

WHEREAS, the contract will be amended to include the scrutinized companies lists as directed by the Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

RENEWAL

1. In accordance with Article Six of C17-2582-AP, the County renews the Volaire Aviation Contract with a new expiration date of June 20, 2021. This is the first renewal of two.
2. Volaire Aviation by execution of this Contract Renewal and Amendment, and in consideration of consent by Volaire Aviation of the same, is bound by all terms of the Contract Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original contract.

AMENDMENT

3. The Contract, C17-2582-AP, is amended to include the scrutinized companies lists wording required by Florida Statutes;

VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, Concessionaire, 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 immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire 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 Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire 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 Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

4. Consultant agrees to comply with all federal regulations, including, but not limited to those set forth;

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The consultant 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 consultant, 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 consultant 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 consultant 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 consultant of the consultant'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 consultant 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 consultant 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 consultant'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 consultant under the contract until the consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The consultant 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 consultant 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 consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the consultant 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 consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “consultant”) 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 consultant has full responsibility to monitor compliance to the referenced statute or regulation. The 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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). Consultant 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 Consultant is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Consultant shall-
 - a. Enroll. Enroll as a Federal Consultant 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 Consultant, 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 Consultant is enrolled as a Federal Contractor in E-Verify at time of contract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Consultant shall initiate verification of all new hires of the Consultant, 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 Consultant shall initiate verification of all new hires of the consultant, 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 Consultant 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 Consultant is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or 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 Consultant may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Consultant 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 Consultant may elect to verify all existing employees hired after November 6, 2006 (after November 27,

2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Consultant 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 Consultant's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Consultant 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 Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant, 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 consultant is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

5. Consultant agrees to comply with the general services revised insurance requirements

**GENERAL SERVICES INSURANCE REQUIREMENTS –
w/CYBER LIABILITY**

Updated 1-3-19

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 and having 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. With the exception of Workers' Compensation policies, 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 notice to the Contractor.

6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
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 a 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. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) 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.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

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 occurrence	\$1,000,000 each Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations

- | | | |
|----|---------------------------------|-----------------------------|
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. | Cyber Liability | \$1,000,000 per 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

To the fullest extent permitted by law, 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 project name and number 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 to the County. 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 self-insured retentions (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

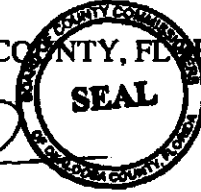
The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.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

6. All other provisions and terms of C17-2557-AP shall remain in full force and effect.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



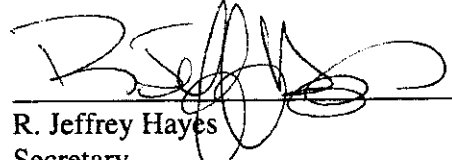
Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners
Date: MAY 05 2020

ATTEST:



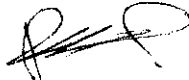
J.D. Peacock II
Clerk of Circuit Court


Volaire Aviation, Inc.



R. Jeffrey Hayes
Secretary
Date: 4.14.20

ATTEST:

Ramee Almagssad 
Witness

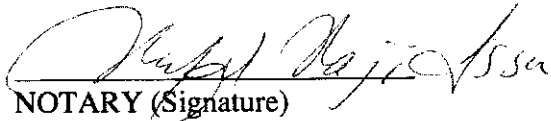
Nawfal Najj Issa 
Witness

ACKNOWLEDGMENTS

STATE OF Indiana
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means or physical presence or online notarization, this April 14th, 2020 by R. JEFFREY HAYES. He is personally known to me or has produced a driver's license as identification

Sworn and subscribed before me this 14th day of April, 2020


NOTARY (Signature)

Nawfal Najj Issa
NOTARY (Printed Name)

Commission Number: 05/02/2025

NAWFAL NAJJ ISSA
NOTARY PUBLIC
Member, Notary Public of Indiana
Commission Number: 00000000
My Commission Expires 05/02/2025

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

Procurement/Contract/Lease Number: C17-2582-AP Tracking Number: 397320
Procurement/Contractor/Lessee Name: Valone Aviation Grant Funded: YES NO
Purpose: Air Service Development Consultancy Service
Date/Term: 6-20-21
Department #: 4201
Account #: 53110
Amount: _____
Department: Airport Dept. Monitor Name: Stacy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-4-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO - review Grant Name: _____
Date: _____
Grants Coordinator: Danielle Garcia

Risk Management Review

Approved as written: see email attached & see note from RMA Date: 3-19-2020
Risk Manager or designee: Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 4-9-2020
County Attorney: Lynn Hashihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Thursday, March 19, 2020 12:57 PM
To: DeRita Mason
Subject: RE: Volaire Aviation Contract Renewal for Coordination

DeRita

Please change out the insurance attachment. You have the one for General services with Cyber and it should be General Services with Professional Liability. With this change it is approved by risk management and does not need to be resubmitted.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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: Thursday, March 19, 2020 11:52 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Volaire Aviation Contract Renewal for Coordination

DeRita Mason

Patrick Gardner

From: DeRita Mason
Sent: Thursday, April 9, 2020 1:05 PM
To: Patrick Gardner
Cc: Dave Miner; Allyson Oury
Subject: FW: Volaire Aviation Contract Renewal for Coordination
Attachments: img04092020_0001.pdf

Please see email and attached for fully approved renewal.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"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: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 9, 2020 12:52 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Subject: RE: Volaire Aviation Contract Renewal for Coordination

This amendment is approved for legal purposes.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308

T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 17, 2020 9:38 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: FW: Volaire Aviation Contract Renewal for Coordination

Sorry, I spelled it wrong.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"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: Dave Miner <dminer@myokaloosa.com>
Sent: Friday, March 6, 2020 2:47 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Patrick Gardner <pgardner@myokaloosa.com>
Subject: Volaire Aviation Contract Renewal for Coordination

DeRita:

Please begin the coordination process for Volaire Aviation Contract Renewal (C17-2582-AP).
Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2020

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).

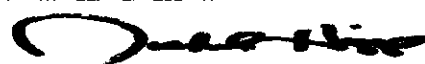
PRODUCER The Ralston Group, LLC 8606 Allisonville Road Ste: 240 Indianapolis IN 46250		CONTACT NAME: Michael Higgs PHONE (A/C, No, Ext): (317) 572-1563 E-MAIL ADDRESS: mhiggs@theralstongroupilc.com FAX (A/C, No): (317) 813-3022	
INSURED Volaire Aviation Inc. 8500 E 116th St Unit 728 Fishers IN 46038		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS CO (HARTFORD) 29459 INSURER B: TRUMBULL INS CO (HARTFORD) 27120 INSURER C: INSURER D: INSURER E: INSURER F:	

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	36SBAIB9018	01/03/2020	01/03/2021	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 \$
A	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 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	36SBAIB9018	01/03/2020	01/03/2021	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 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y Y	36SBAIB9018	01/03/2020	01/03/2021	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	36WECIC6122	01/03/2020	01/03/2021	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	01/03/2020	01/03/2021	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 policies.

CERTIFICATE HOLDER Okaloosa County BOCC 302 Wilson St Suite 301 Crestview FL 32536	CANCELLATION 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, LEASE, AGREEMENT CONTROL FORM

Date: 06/26/2017

Contract/Lease Control #: C17-2582-AP

Bid #: RFP AP 29-17

Contract/Lease Type: CONTRACT

Award To/Lessee: VOLAIRE AVIATION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06-21-2017

Term: 06-20-2020

Description of Contract/Lease: AIR SERVICE DEVELOPMENT CONSULTING SERVICES

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: tstage@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2018

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 The Ralston Group, LLC 8606 Allisonville Road Ste: 240 Indianapolis IN 46250		CONTACT NAME: Michael Higgs PHONE (A/C, No, Ext): (317) 572-1563 E-MAIL ADDRESS: mhiggs@theralstongroupplc.com FAX (A/C, No): (317) 813-3022	
INSURED Voltaire Aviation Inc. 8500 E 116th St Unit 718 Fishers IN 46038		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS CO (HARTFORD) NAIC # 29459 INSURER B: TRUMBULL INS CO (HARTFORD) 27120 INSURER C: INSURER D: INSURER E: INSURER F:	

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	36SBAIB9018	01/03/2018	01/03/2019	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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	36SBAIB9018	01/03/2018	01/03/2019	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 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	36SBAIB9018	01/03/2018	01/03/2019	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	01/03/2018	01/03/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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	01/03/2018	01/03/2019	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)

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

CERTIFICATE HOLDER**CANCELLATION**

Okaaloosa County 5749 A Old Bethel Road Crestview FL 32536	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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Username Password

[Forgot Username?](#) [Forgot Password?](#) [Log In](#) [Create an Account](#)

Search Results

Current Search Terms: volaire* aviation* inc*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

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- [Search Filters](#)
- [By Record Status](#)
- [By Record Type](#)



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
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- [GSA.gov/IAE](#)
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**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES
For RFP AP 29-17
AIR SERVICE DEVELOPMENT CONSULTING SERVICES**

This Contract executed and entered into this 21st day of June, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Volaire Aviation, Inc., a corporation certified to do business in the State of Florida, whose principal address is 8500 East 116th Street, Suite 728, Fishers, Indiana 46038 (hereinafter the "Consultant"), and states as follows:

WITNESSETH:

WHEREAS, after due review of the proposals, the Board of County Commissioners for Okaloosa County has selected Volaire Aviation, Inc., for Air Service Development Consulting Services for the Destin-Fort Walton Beach Airport; and

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

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

**ARTICLE ONE
INCORPORATION OF DOCUMENTS**

The following documents are incorporated by reference into this Contract:

1. **Schedule A**, Compensation; and
2. **Exhibit A**, Request for Bid & Respondent's Acknowledgment, RFP AP 29-17, Air Service Development Consulting Services, date of opening, March 23, 2017, and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to this Contract shall be by a contract amendment, which must be agreed to and fully executed by both parties.

**ARTICLE TWO
SCOPE OF SERVICES**

The Consultant agrees to provide Air Service Development Consulting Services as further set forth in this contract and the attached Exhibit "A" (Request for Bid & Respondent's Acknowledgment) of the Contract Documents.

**ARTICLE THREE
METHOD OF PAYMENT**

The Consultant will be paid for the delivery of services provided in accordance with the terms and conditions of this Contract and attached Exhibit "A" (Request for Bid & Respondent's Acknowledgment). For the work performed, the County will pay the Consultant as set forth in attached

Schedule "A" (Compensation). The Consultant shall pay bills in advance with a full understanding that it will not be reimbursed until such time as the service has been performed.

ARTICLE FOUR INVOICE REQUIREMENTS

The Consultant shall request payment as set forth in attached Schedule "A" (Compensation). Invoices must be submitted monthly for reimbursement of the retainer (Monthly \$3,650) and will not exceed \$45,000 per year. All projects or direct costs not covered in the monthly retainer will require a detailed line item proposal. The proposal must be submitted to the Airports Director or his designee for approval before cost is incurred. If additional projects or direct costs are approved, they must be line item invoiced with supporting documentation. Supporting documentation may include airfare, hotel conference fee, document production, and shipping receipts (list is not all-inclusive). Additional projects and direct costs will not exceed \$25,000 per year. County shall make payments within thirty (30) days upon proof of performance.

ARTICLE FIVE TAXES AND ASSESSMENTS

Consultant 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. Consultant 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. However, 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.

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 SIX DURATION OF CONTRACT

The Contract will be valid when fully executed by both parties and the initial term will be for three (3) years. The contract may be renewed for two (2) additional one (1) year periods with mutual written consent by both parties and subject to all other terms and conditions of the agreement.

ARTICLE SEVEN TERMINATION OF CONTRACT

(1) General. Consultant and the County shall have the right to terminate this Agreement at any time by mutual agreement in writing. In the absence of a mutual agreement, either Consultant or the County may terminate this Agreement without cause at any time by giving thirty (30) days' written notice to the other party. If terminated, Consultant shall be owed for services satisfactorily rendered up until the point of termination.

(2) Parties Right to Terminate for Cause. Notwithstanding the foregoing, the Parties shall

have the right to terminate this Agreement at any time for Cause upon giving five (5) days' written notice to the other party. For purposes of this Agreement, "Cause" means the occurrence of one or more of the following: (i) the contract between the Consultant and County is terminated for cause; (ii) Consultant fails to secure the insurance required under this Agreement, supply the proper insurance certificates to the County, or any insurance policy of Consultant is terminated, altered, or changed in a manner not acceptable to the County; or (iii) a Party breaches any material provision of this Agreement.

ARTICLE EIGHT INDEMINIFICATION AND HOLD HARMLESS

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

ARTICLE NINE PERSONNEL

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.

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.

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.

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.

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.

ARTICLE TEN NONDISCRIMINATION

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.

**ARTICLE ELEVEN
SUBCONTRACTING**

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 TWELVE
INSURANCE**

(1) Scope. 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	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000
5. Professional Liability	\$1,000,000 each occurrence

(2) Requirements and Proof of Insurance. All of the insurance policies required under this Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

**ARTICLE THIRTEEN
RESTRICTIVE COVENANTS**

(1) Confidential Information. County and Consultant shall maintain all confidential and exempt information as defined in Florida Statutes including chapter 119, in accordance with the requirements of the law.

(2) Ownership of Work Product. All copyrights, trade secrets, trademarks, service marks, or other intellectual property rights associated with any ideas, concepts, techniques, processes or works

of authorship developed or created by Consultant during the course of performing work on behalf of the County shall belong exclusively to the Consultant. County automatically assigns to the Consultant, at the time of the creation of such material, all copyright or other intellectual property rights in such materials.

ARTICLE FOURTEEN COMPLIANCE WITH LAWS

Consultant 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 Consultant'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 Consultant's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

ARTICLE FIFTEEN NOTICE

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

The authorized representative of the County shall be:

Tracy Stage
Airports Director
Airports Administration
Okaloosa County Airports
1701 State Road 85 N
Eglin AFB, Florida, 32542-1498
850-651-7160
Email: tstage@co.okaloosa.fl.us

The authorized representative for Volaire Aviation, Inc. shall be:

John A. Penning, III
President
8500 East 116th Street
Suite 728
Fishers, Indiana 46038
Phone: 503-515-3972
Email: jack.penning@volaireaviation.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: cpowell@co.okaloosa.fl.us

**ARTICLE SIXTHTEEN
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.

**ARTICLE SEVENTEEN
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 CONSULTANT 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant 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 consultant 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 consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant 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.

**ARTICLE EIGHTEEN
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 Consultant 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.

**ARTICLE NINETEEN
ASSIGNMENT**

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

**ARTICLE TWENTY
ENTIRE CONTRACT & WAIVERS**

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant 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.

**ARTICLE TWENTY-ONE
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.

**ARTICLE TWENTY-TWO
INDEPENDENT CONTRACTOR**

Consultant enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Consultant and Consultant's employees. Under no circumstances shall Consultant or any of Consultant's employees look to the County as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant'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. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant'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.

**ARTICLE TWENTY-THREE
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

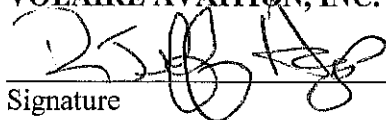
beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

**ARTICLE TWENTY-FOUR
REPRESENTATION OF AUTHORITY TO CONSULTANT/SIGNATORY**

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

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

VOLAIRE AVAITION, INC.

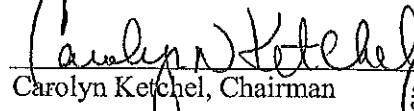

Signature

Secretary
Print Title

Robert Jeffrey Hayes
Print Name

Date: 5/11/2017

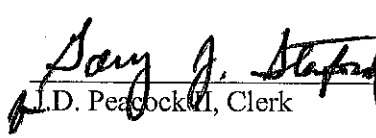
OKALOOSA COUNTY, FLORIDA


Carolyn Ketchel, Chairman

Date: 6/21/2017



ATTEST:


D. Peacock, Clerk



**SCHEDULE A
COMPENSATION**

Annual Retainer

The County will pay Volaire Aviation, Inc. a retainer in the amount of \$45,000 for each year of the contract. The retainer will be invoiced on a monthly basis, with equal monthly installments of \$3,750. The retainer is designed to provide significant discounts based on experience in the market and the volume of work. The retainer will include the following projects in each year of the contract, with a standard cost of \$87,500:

<u>Project</u>	<u>Value</u>
> Air Service Development Conferences	\$43,500
o Three conferences per year, five meetings per conference	
> Airline Headquarters Meetings	\$27,000
o Up to three per year	
> Community Visits/Stakeholder Meetings	\$7,000
o Up to two per year	
> Airport Data Reporting	\$10,000
o Monthly Schedule Change Reports	
o Quarterly Airport Traffic Reports	
> Unlimited Ad Hoc Consulting Services and On-Call Services	Undetermined
Total Value	\$87,500

The annual retainer does not include all potential projects that could be commissioned by the Airport. Other projects are offered on a per project pricing basis or an hourly basis. The Airport will be under no obligation to use Volaire Aviation for these services, but these project and hourly prices will not change for the duration of the agreement.

<u>Project</u>	<u>Cost</u>
> Passenger Leakage/Retention Study	\$15,000
> Small Community Air Service Development Grant Application	\$10,000
> Revision to Airline Recruitment Video	\$3,500
> Community Video Webisodes for Social Media	\$8,500
> Formal Incentive Plan and Cost-Benefit Analysis	\$6,500
> Additional Airline Headquarters Meetings (per meeting)	\$6,500

- > Additional Airline Conference Meetings (per meeting) \$1,500
- > Additional Community Visits (per visit) \$1,500

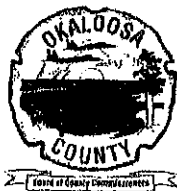
<u>Type of Service</u>	<u>Hourly Rate</u>
> Airport Strategic Business Planning	\$200
> Multimedia Production	\$175
> Marketing and Advertising	\$175
> Graphic Design	\$175

Direct expenses are not included in the retainer, project costs, or hourly rates. Volaire Aviation will be entitled to reimbursement for expenses reasonably incurred in the performance of the Services. upon submission and approval of written statements and in accordance with the then regular procedures of the Airport.

Reasonable expenses include, but are not limited to, travel (airfare, hotel, rental car, and meals), printing of materials, and shipping of materials. Consultant will invoice all expenses at cost plus a 10% administrative fee. In the case of air service development conferences, Consultant will allocate expenses based on the total expenses of the firm divided by the total number of meetings covered by the firm.

Voltaire Aviation does not expense or charge for internal communications or telephone expenses.

EXHIBIT A



REQUEST FOR Proposals (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:

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

RFP NUMBER:

RFP AP 29-17

LAST DAY FOR QUESTIONS:

March 9, 2017 4:00 P.M. cst

RFP OPENING DATE & TIME:

March 23, 2017 4:00 P.M. cst

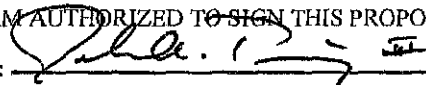
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

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 envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS 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: N/A
EMAIL: jack.penning@volaireaviation.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 NAME John A. Penning, III

TITLE: President DATE March 21, 2017

NOTICE TO RESPONDENTS
RFP AP 29-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **4:00 p.m. (CST) March 23, 2017**, for the **AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR DESTIN-FORT WALTON BEACH AIRPORT**.

Interested respondents desiring consideration shall provide one (1) original and five (5) copies (total of 6) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (CST) March 23, 2017** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR DESTIN-FORT WALTON BEACH AIRPORT**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.


The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

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

All submittals should be addressed as follows:

**AIR SERVICE DEVELOPMENT CONSULTING SERVICES
FOR DESTIN-FORT WALTON BEACH AIRPORT**

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



Greg Kisela
Purchasing Director

2/27/17

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel
Chairman

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP AP 29-17

**PROPOSAL ITEM: AIR SERVICE DEVELOPMENT CONSULTING SERVICES
FOR DESTIN-FORT WALTON BEACH AIRPORT**

BACKGROUND:

Okaloosa County Airports is comprised of three 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, five commercial airlines operate from the Airport, carrying about 915,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by Allegiant, American, Delta, GLO, Contour and United Airlines. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news, and gifts concessions are located on the first and second floors.

SCOPE OF WORK: 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;
- Introduce strategies for a solid air service development marketing strategy that targets passengers and addresses retaining VPS passengers that leak to competing airports;
- 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;
- 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;
- Monitor airline announcements and identify opportunities as they might relate to and/or benefit VPS;
- Establish and assist in strengthening business relationships with airline decision makers;
- Provide assistance to VPS, as needed, 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.

This is a non-exclusive contract and the County reserves the right to award more than one consultant contract.

In addition to the above, please include in the proposal, ideas, thoughts and comments on the following;

- Experience of the firm and individual recommended to be assigned to the account;
- Extensive knowledge of Air Service Development and the submitted scope of work;
- Innovative abilities;
- Overall knowledge of the submitted scope of work;

- In-house agency services, i.e.: creative services, photo library, production, etc.;
- Group business development; and
- Very high inclination to use research in the development of strategic initiatives for the basis of any and/or all campaigns.

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

TERM OF CONTRACT:

The initial term of this contract shall run for a period of three (3) years.

RENEWAL OPTION:

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of this agreement.

TAXES AND ASSESSMENTS:

Consultant 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. Consultant 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.

SELECTION PROCESS:

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

- Level of previous experience in successful air service development & consulting programs and market research. Demonstrated experience with small hub airport clients is desired. **(25 points)**
- Quality of an example proposal prepared for a meeting with airline schedule planning executives. **(25 points)**
- Proposed approach to the VPS air service development & consulting program and market research to be used and rationale for proposed programs. **(20 points)**

- Reasonableness of fees and proposed fee arrangement. Proposers must recognize that this is not a “bid” procedure and a contract will not be awarded solely on a basis of low bid. **(15 points)**
- Firm’s history and resource capability for required services. **(10 points)**
- References. **(5 points)**

The selection process involves two steps. (1) All interested applicants shall submit materials responsive to this RFP. The County reserves the right to reject any and all proposals deemed non-responsive, incomplete or financially unsound. **(2)** A selection committee will then review all responsive proposals and other submitted materials in order to determine a recommended award to be forwarded to the Board of County Commissioners for approval. This process may take several weeks to complete.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent 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 licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent 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.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. 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 Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Professional Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000
5. Professional Liability	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, 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 wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

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

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: cpowell@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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.

2. **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.

3. **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.
4. **SUBMITTAL OF PROPOSAL** - A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

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

5. **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.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) 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.
7. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **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.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **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.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF CONTRACT -

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

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

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

- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. **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.

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

20. **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.

21. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

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

22. **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.

23. **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.

24. **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.

25. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **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.
28. **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.
29. **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.
30. **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.

31. The following documents are to be submitted with the proposal packet:

- A.** Drug-Free Workplace Certification Form
- B.** Conflict of Interest
- C.** Federal E-Verify
- D.** No Contact Clause Form
- E.** Indemnification and Hold Harmless
- F.** Company Data
- G.** Addendum Acknowledgement
- H.** Recycled Content Form
- I.** Certification Regarding Lobbying Proposal Sheet
- J.** Proposal Sheet

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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: March 21, 2017

SIGNATURE: 

COMPANY: Voltaire Aviation, Inc.

NAME: John A. Penning, III

(Typed or Printed)

ADDRESS: 8500 East 116th Street

Suite 728

Fishers, Indiana 46038

TITLE: President

E-MAIL: jack.penning@voltaireaviation.com

PHONE NO.: (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: Volaire Aviation, Inc.

BY (PRINTED): John A. Penning, III

BY (SIGNATURE): 

TITLE: President

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

PHONE NO.: (503) 515-3972

E-MAIL: jack.penning@volaireaviation.com

DATE: March 21, 2017

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: March 21, 2017

SIGNATURE: 

COMPANY: Voltaire Aviation, Inc.

NAME: John A. 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

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

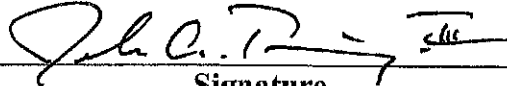
The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing 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 21st day of March 2017 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, 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



Authorized Signature – Manual

8500 East 116th Street, Fishers, IN 46038

Physical Address

John A. Penning, III

Authorized Signature – Typed

8500 East 116th Street, Fishers, IN 46038

Mailing Address

President

Title

(503) 515-3972

Phone Number

N/A

FAX Number

(503) 515-3972

Cellular Number

(503) 515-3972

After-Hours Number(s)

March 21, 2017

Date

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, President

Phone #: (503) 515-3972

Cell #: (503) 515-3972

Email: jack.penning@voltaireaviation.com

Federal ID or SS #: 81-4807285

Respondent's License #: N/A

Fax #: N/A

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

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.

DATE

n/a

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.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____ %.

Product Description: N/A

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: N/A

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: N/A

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: John A. Penning, III

E-Mail: Jack.penning@volaireaviation.com

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:

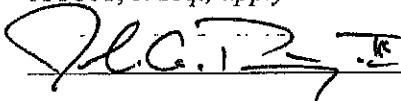
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 A Penning, III Name and Title of Contractor's Authorized Official

President

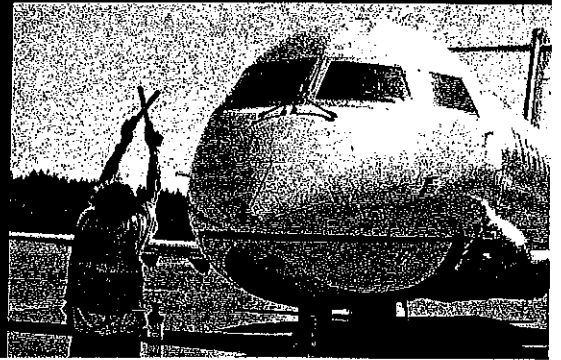
March 21, 2017 Date

OKALOOSA COUNTY, FLORIDA REQUEST FOR PROPOSAL

AIRPORT SERVICE DEVELOPMENT CONSULTING SERVICES
FOR THE FORT WALTON BEACH AIRPORT

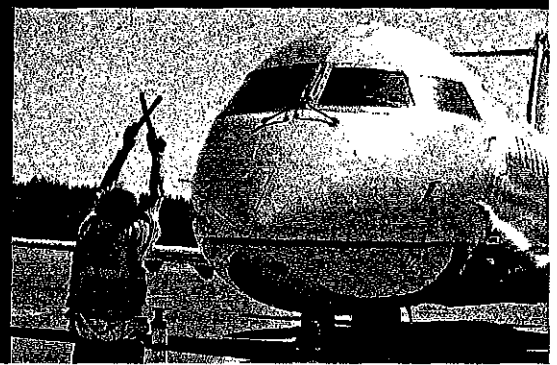


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FIRM OVERVIEW AND EXPERIENCE



The people of Volaire Aviation have a combined 110 years of experience in air service development, airport incentives, airport rates and charges analysis, and airline and airport marketing. But at heart, we're still just people who love airplanes. People who love flying. People with a boundless enthusiasm for exploration and discovery.

If our decades of work have taught us anything, it's the importance of aviation in bringing the global community together, fostering innovation and economic growth. We work tirelessly to ensure our markets – and their airports – are an integral part of the worldwide economy by creating business cases for the development of new airline service, with our innovative marketing to grow passengers, and by setting strategic goals entire regions can support.

Our project lead for Destin-Fort Walton Beach Airport (VPS) has been the air service development consultant of record for the Airport since 2014. Our other team members have worked with the Airport on air service development and recruitment for almost a decade. We have more experience in the Florida Panhandle market than any other air service development firm.

Our project lead was the consultant charged with leading the effort to bring Allegiant to Destin-Fort Walton Beach Airport. Our team benchmarked Allegiant's 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

IN FRENCH, THE WORD
"VOL" MEANS "FLIGHT."
FLIGHT IS AT THE VERY
ROOT OF WHO WE ARE.

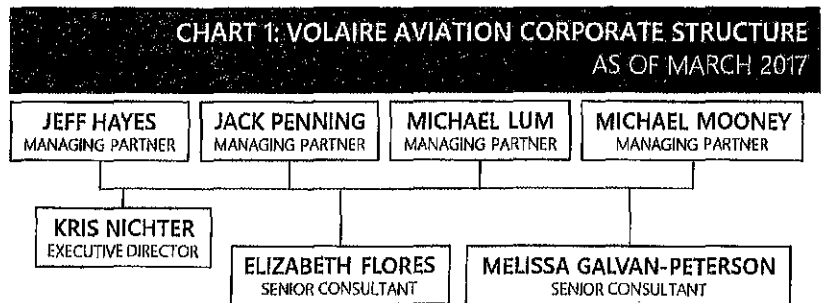
WE ARE VOLAIRE.

choosing to serve VPS over Pensacola and Panama City, adding six non-stop cities in 2016 and another 11 new cities in the beginning of 2017. Allegiant's expanded service will generate tens of millions of dollars in economic activity for the region.

Beyond Allegiant's service, our team has also worked with the Airport to expand service on incumbent carriers, adding seats in a number of markets including Dallas/Ft. Worth, Houston, and Charlotte. Additionally, we supported the Airport in adding service from both GLO Airlines and Contour Airlines.

Our team also developed specific research in support of changing the name of the airport from Northwest Florida Regional to Destin-Fort Walton Beach. The data we developed showed the name change would help core passengers understand the location and value of the Airport better. Passenger numbers since the name change have confirmed our data was correct.

The Volaire team is composed of seven members, each with extensive experience in air service development and airport marketing. Volaire Aviation is a company incorporated in Indiana



with four equal ownership partners (refer to chart 1). The four managing partners include Jack Penning, the designated project lead for Destin-Fort Walton Beach Airport, Michael (Mike) Lum, the secondary consultant for VPS projects, Michael (Mike) Mooney, and Jeff Hayes. Jack Penning and Michael Lum have been the consultants of record for Destin-Fort Walton Beach Airport since 2009. The company has three other employees, including our executive director, Kris Nichter, and our senior consultants Elizabeth Flores and Melissa Galvan-Peterson.

Voltaire Aviation has current contracts with 51 airport clients in the United States and Canada (refer to chart 2 on the following page). In Florida, we currently have contracts with Key West, Punta Gorda, St. Augustine, and

St. Petersburg-Clearwater. Our team members have only worked on behalf of Destin-Fort Walton Beach Airport

in the Florida Panhandle, and we have no conflicts of interest with any other airport in the immediate region.

CHART 2: VOLAIRE AVIATION CLIENT LIST
AS OF MARCH 2017

Client	Airport Code	Services
Alliance, NE	AIA	Air Service Development, Strategic Business Planning
Alpena, MI	NQA	Air Service Development
Bakersfield, CA	BFL	Air Service Development
Bismarck, ND	BIS	Air Service Development, Air Service Data, Marketing
Bowling Green, KY	BWG	Air Service Development
Cape Girardeau, MO	CGI	Air Service Development
Carbondale, IL	MDH	Air Service Development
Chadron, NE	CDR	Air Service Development
Champaign/Urbana, IL	CMI	Air Service Development
Clarksburg, WV	CKB	Air Service Development, Marketing
Columbus, GA	CSG	Air Service Development, Community Funding Development
Concord/Charlotte, NC	USA	Air Service Development
Crescent City, CA	CEC	Air Service Development
Dayton, OH	DAY	Air Service Development
Eau Claire, WI	EAU	Air Service Development
Garden City, KS	GCK	Marketing and Branding
Grand Junction, CO	GJT	Air Service Development
Greenbrier, WV	LWB	Air Service Development
Hattiesburg, MS	PIB	Air Service Development
Idaho Falls, ID	IDA	Air Service Development
Inyokern, CA	IYK	Air Service Development
Joplin, MO	JLN	Air Service Development
Kalamazoo, MI	AZO	Air Service Development, Air Service Data
Kalspell, MT	FCA	Air Service Development, Air Service Data
Key West, FL	EYW	Air Service Development
Laughlin/Bullhead City, NV/AZ	JFP	Air Service Development, Marketing
Meridian, MS	MEI	Air Service Development
MidAmerica St. Louis, IL	BLV	Air Service Development
Millington, TN	APN	Air Service Development
North Bend/Coos Bay, OR	OTH	Air Service Development
Northwest Arkansas	XNA	Air Service Development
Pitt-Greenville, NC	PGV	Air Service Development
Plattsburgh, NY	PBG	Air Service Development
Presque Isle, ME	PQI	Air Service Development, Marketing
Pueblo, CO	PUB	Air Service Development
Punta Gorda, FL	PGD	Economic Impact Analysis
Rochester, MN	RST	Air Service Development, Air Service Data
Rock Springs, WY	RKS	Air Service Development
Rockford, IL	RFD	Air Service Data
Shenandoah Valley, VA	SHD	Air Service Development
Sioux Falls, SD	FSD	Air Service Development, Air Service Data
Springfield, IL	SPI	Air Service Development, Air Service Data, Marketing
St. Augustine, FL	UST	Air Service Development, Marketing
St. Petersburg-Clearwater, FL	PIE	Air Service Data
Topeka, KS	FOE	Air Service Development
Tri-Cities, TN	TRI	Air Service Development
Tri-Cities, WA	PSC	Air Service Development
Tucson, AZ	TUS	Air Service Development, Air Service Data
Wenatchee, WA	EAT	Air Service Development
Williamsport, PA	IPT	Air Service Development
Windsor, ON	YQG	Air Service Development

Our team prides itself on the quality of our work, and how our consultants are regarded not just by their airport clients, but by airline executives around the world. Our firm was founded on the belief that air service success should be accomplished through innovative ideas delivered with integrity. We measure our success in two primary, tangible ways: new routes launched in our client communities and the growth of passengers at our client airports.

So far, in 2017, our team has already worked on the announcement of 19 new routes at seven client airports (refer to chart 3). Our project lead for Destin-Fort Walton Beach Airport, Jack Penning, worked on the recruitment of 11 of these new routes for VPS – all on Allegiant and all launching this spring and summer. VPS has been, in fact, one of Jack Penning's biggest success stories in his 16-year air service development career.

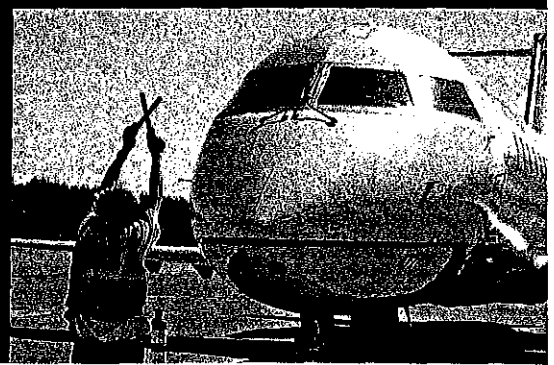
**CHART 3: VOLAIRE AVIATION NEW ROUTES ANNOUNCED IN 2017
AS OF MARCH 2017**

<u>Route</u>	<u>Carrier</u>	<u>Announced</u>
Destin/Ft. Walton Beach - Austin	Allegiant	January 2017
Destin/Ft. Walton Beach - Cleveland	Allegiant	January 2017
Destin/Ft. Walton Beach - Columbus, OH	Allegiant	January 2017
Destin/Ft. Walton Beach - Indianapolis	Allegiant	January 2017
Destin/Ft. Walton Beach - Kansas City	Allegiant	January 2017
Destin/Ft. Walton Beach - Louisville	Allegiant	January 2017
Destin/Ft. Walton Beach - Newark	Allegiant	January 2017
Destin/Ft. Walton Beach - Peoria	Allegiant	January 2017
Destin/Ft. Walton Beach - Pittsburgh	Allegiant	January 2017
Destin/Ft. Walton Beach - Springfield, MO	Allegiant	January 2017
Destin/Ft. Walton Beach - Baltimore	Allegiant	January 2017
Champaign/Urbana - Chicago O'Hare	United	February 2017
Rochester, MN - Chicago O'Hare	United	February 2017
San Luis Obispo - Denver	United	February 2017
Tucson - Chicago	United	February 2017
Tucson - Culiacan, Mexico (One Stop)	Aeromar	February 2017
Dayton - Myrtle Beach	Allegiant	February 2017
MidAmerica St. Louis - Ft. Lauderdale	Allegiant	February 2017
MidAmerica St. Louis - Myrtle Beach	Allegiant	February 2017

Beyond the list from 2017, the Volaire team has worked on projects resulting in the addition of more than 100 new airline routes since 2001. The team has worked with more than a dozen airlines to add service in more than 75 client markets.

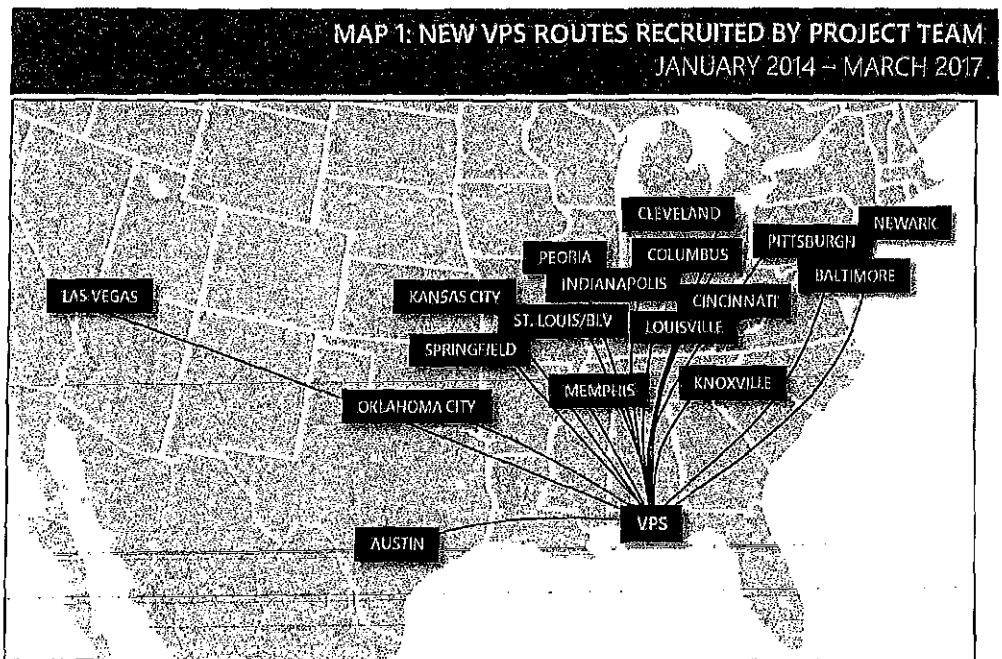
Based on the potential of the Destin-Ft. Walton Beach market coupled with the growth plans of Allegiant, we believe there is significant success ahead for VPS. We understand the market better than any other firm, and we are confident in our ability to best position the Airport for additional service.

SPECIFIC EXPERIENCE IN THE VPS MARKET



As mentioned previously, the Volaire Aviation team has extensive experience in the Destin-Ft. Walton Beach market. Our team members have been the consultants of record for Destin-Fort Walton Beach Airport since 2009. Our project lead, Jack Penning, has been the sole air service development consultant working with the Airport since 2014 – a period of strong growth and service expansion.

In the time that Jack Penning has been the primary air service development consultant for Destin-Fort Walton Beach Airport, the Airport has added 17 new routes to cities in 12 states; from Newark/New York in the east to Las Vegas in the west (refer to map. 1). Our project team helped Destin-Fort Walton



Beach Airport become the fastest growing airport in the Florida Panhandle, in terms of passengers, and the third fastest growing in the State of Florida, after St. Petersburg-Clearwater and Punta Gorda.

Our team worked tirelessly with airport management to ensure Allegiant chose Destin-Fort Walton Beach Airport as its focus city in the Panhandle. The recruitment took several years, but will pay dividends with growth

potential in each subsequent summer season. Our team has excellent relationships with Allegiant's network planning and marketing teams as we also represent a number of other Allegiant focus cities and destinations.

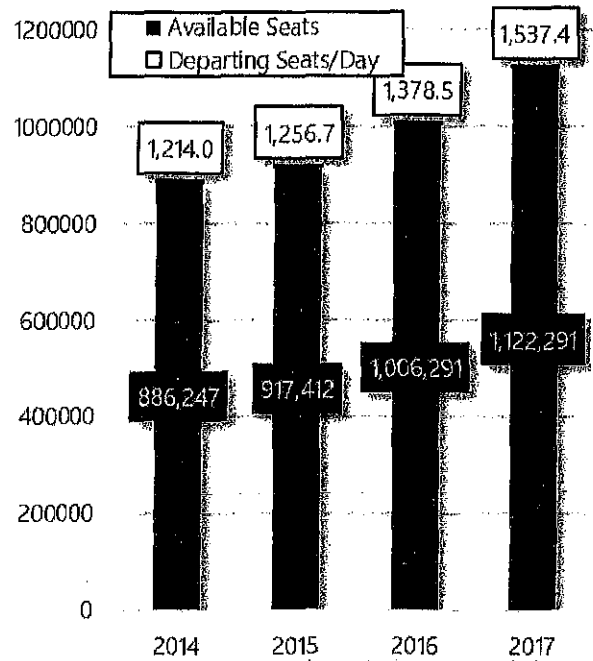
While Allegiant has been the major driver of service to new destinations from Destin-Fort Walton Beach Airport over the last two years, our project team has pushed other carriers to increase capacity and to upgauge to larger aircraft. The result of this work has been significant growth in available airline capacity at VPS as measured by available airline seats.

In 2014, airlines serving Destin-Fort Walton Beach Airport offered an average of just 1,214 departing seats per day from the market (refer to chart 4). In 2017, airlines have scheduled an average of 1,537 daily departing seats. In the last four years, our team has helped the Airport grow its airline capacity by 27%, adding an average of 323 departing seats each day, or more than 236,000 total annual seats.

The Impact of additional seats cannot be understated. Destin-Fort Walton Beach Airport earns most of its operating revenue directly from passengers using the Airport. Each seat filled represents, on average, more than \$15 in additional revenue to the Airport. It has been our goal to leverage capacity to help grow the Airport's revenue and ensure strong financial footing.

The additional airline capacity in the market has led to passenger growth. In fact, Destin-Fort Walton Beach Airport saw its best year in a decade in terms of total passengers, in 2016. Data from the Department of Transportation shows, as of the year ended third quarter 2016 (the latest data publicly available), Destin-Fort

**CHART 4: ANNUAL AND DAILY AIRLINE SEATS AT VPS
2014 – 2017; SOURCE: OAG DATA, MARCH 2017**

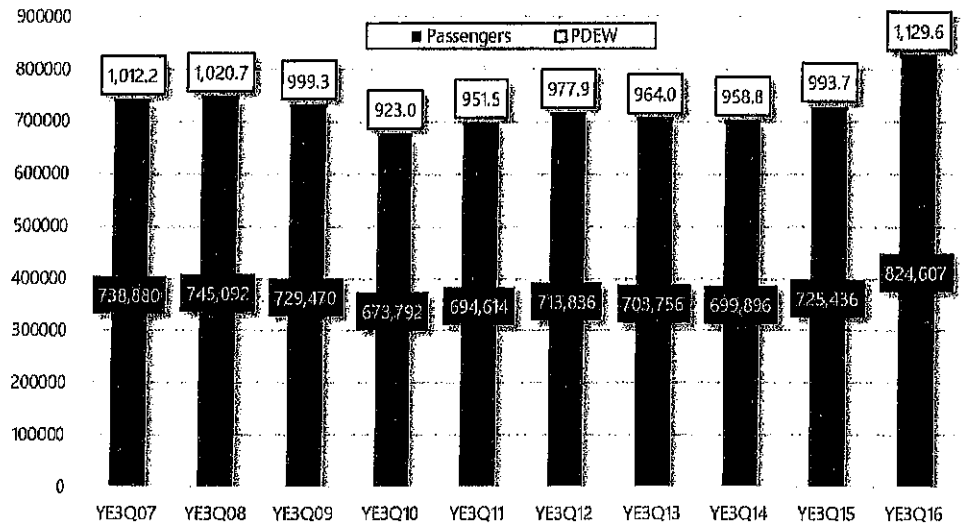


Walton Beach Airport served more than 824,600 annual passengers (refer to chart 5). The Airport saw an average of almost 1,130 passengers per day each way (PDEW) traveling through its terminal. Since 2014, passengers using VPS have grown by 18%, adding 124,711 passengers per year.

Our team is confident Destin-Fort Walton Beach Airport's investment in air service development services has, and will continue to, pay off. With Allegiant now firmly established in the market, joining American,

Delta, United, GLO, and Contour, there is significant potential for even greater growth in the future. Our team hopes to continue its long-standing relationship with the best-located airport in the Florida Panhandle.

CHART 5: PASSENGERS AT DESTIN-FT. WALTON BEACH AIRPORT
YE3Q07 – YE3Q16; SOURCE: DOT DATABASE OD1A, MARCH 2017



PROJECT TEAM QUALIFICATIONS

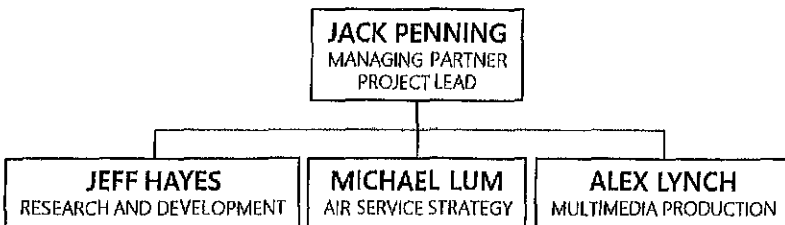


As demonstrated in this document, our firm has a strong understanding of the Destin-Ft. Walton Beach market, as our project team has almost a decade of experience working with airport leadership. We feel we are best positioned to continue our air service development strategy, working to cultivate the impact of low cost service, and increase passengers.

Our team for this project was chosen because of each member's specific skill set and precise knowledge of the Destin-Ft. Walton Beach market. The four team members for this project have been working as a team for years at two different firms and have developed a strong understanding for the research and data needed to produce meaningful and actionable new route business cases, and cases for enhanced service. The team also has the ability to leverage multimedia capabilities to tell the Destin-Ft. Walton Beach story through video.

Jack Penning, managing partner of Volaire Aviation, continues to be assigned as the project lead for Destin-Ft. Walton Beach Airport (refer to chart 6). Jack has been the consultant of record for all air service development at the Airport since 2014, and was the lead in the recruitment of Allegiant. Jack has also been instrumental in

CHART 6: VOLAIRE AVIATION DESTIN-FT. WALTON BEACH TEAM
AS OF MARCH 2017



convincing carriers such as American and United to grow capacity. Jack is well-regarded by airline planners throughout the country and around the world.

Jack is joined by Mike Lum, another managing partner, who will assist in the development of the Airport's ongoing air service strategy (refer to chart 6 on the previous page). Before Jack took over as the project lead for VPS, Mike served in that role. His historical knowledge of the market is also aided by his time working in network planning at American Airlines, where he advocated for the addition of Destin-Ft. Walton Beach – Chicago service.

Jeff Hayes, another managing partner in the firm, will head research for many of the airline presentations the firm will create (refer to chart 6 on previous page). Volaire is also proud to be able to partner with Alex Lynch, the head of Gen XI Productions, to work on multimedia video projects for the Airport. Alex has produced a number of videos and TV commercials for Destin-Ft. Walton Beach Airport, and he will continue in that role working through Volaire.

JACK PENNING, MANAGING PARTNER
PROJECT LEAD

Jack has spent the last 16 years as a consultant working with airport clients throughout North America on air service development projects, strategic business planning, and marketing initiatives. Jack has been the air service development consultant of record for Destin-Ft. Walton Beach Airport since 2014.



As one of four partners in Volaire Aviation, Jack's wide-ranging responsibilities include developing case studies for new air service, delivering presentations to airlines for additional service at client airports, forecasting the impact of new service in client communities, helping airports develop strategic business goals, working to streamline airport governance, and building community coalitions in support of new service. His work on client projects led to the initiation of more than 50 new airline routes. Jack has also written grant proposals worth more than \$15 million in funding for client airports.

Jack is known in the Pacific Northwest for his previous work as the Aviation Reporter for KGW-TV, the NBC affiliate in Portland, Oregon, and NorthWest Cable News (NWCN), the 24-hour news channel covering five Northwest states. Jack is an Emmy, and an Edward R. Morrow, Award winner. Jack earned his Bachelor of Science degree from the University of Illinois at Urbana-Champaign. He and his wife live in Portland, Oregon.

As Destin-Ft. Walton Beach Airport's Project Manager, Jack will be the primary point of contact for all air service development projects and initiatives. Jack will work closely with the Airport to define the tactical approach and work plan for each project and airline meeting.

Jack will have sole responsibility for analyzing the data and creating the content contained in each of the business case presentations prepared for airline meetings. Because of the small size of Volaire Aviation, our firm does not delegate analysis of air service data to junior members of the firm or outside sub-contractors. Jack will personally perform the analysis necessary to build the business case. This approach and philosophy enables our consultants to understand their client's market more thoroughly than the consultants of other firms.

MICHAEL LUM, MANAGING PARTNER
AIR SERVICE STRATEGY

Michael has been working with clients on air service strategy and development for the last eight years. He brings more than a dozen years of airline planning experience to Volaire Aviation. Michael was the air service development consultant of record for Destin-Ft. Walton Beach Airport from 2009 to 2014. He offers clients his insight into how airlines make new route decisions and how airlines predict the financial performance of each route.



Michael spent nine years at American Airlines, where he worked in American Eagle Planning and Marketing. His responsibilities included route and schedule planning, network, fleet and competitive analysis, codeshare

relationships, negotiating minimum revenue guarantees with airports, and ad hoc corporate development projects. Michael has been a key negotiator between American Eagle and many airports seeking to partner with the airline for new or expanded service. He understands air service development from "the other side of the table." In his last three years with the airline, American Eagle launched 118 new routes.

In addition to his career at American, Michael also spent time at both KPMG and Andersen Consulting. He managed projects in transportation and travel services industries, working for clients who included United Parcel Service (UPS), Airborne Express, Trans World Airlines (TWA), Burlington Northern Santa Fe (BNSF), and Norfolk Southern. Michael has an MBA in Corporate Finance. He is based in Dallas, Texas.

**JEFF HAYES, MANAGING PARTNER
RESEARCH AND DEVELOPMENT**

Jeff brings more than 20 years of aviation experience to Volaire Aviation. His experience includes airline and airport marketing management, business development, media placement and buying, air traffic forecasting, and stakeholder relations. Jeff also spent six years working for the Federal Aviation Administration as well as the Department of Homeland Security.



As the Business Development Manager for BAA-Indianapolis International Airport (IND), he was responsible for conducting market analysis and securing local stakeholder support that resulted in additional air service and cargo growth. Jeff has also worked in contract services at American Trans Air (ATA). Jeffrey attended Purdue University, majoring in Aviation Management. Jeff is based in Indianapolis.

**ALEX LYNCH, GEN XI PRODUCTIONS
MULTIMEDIA PRODUCTION**

Alex has been creating air service development videos, marketing content, and TV commercials for Destin-Ft. Walton Beach Airport for the last three years. After receiving his Bachelor of Arts in Radio/Television Production from the University of Montana, Alex moved to Portland, Oregon and started producing award winning television news stories. With 17 years of journalistic integrity coupled with his love for aviation and storytelling, he transitioned into Air Service Development and Marketing. Alex's reputation in the airport industry quickly grew, as he became known for using video storytelling to promote and connect airports to their community and airline partners.



In late 2016, Alex formed Gen XI Productions to better partner with clients, businesses and communities. He enjoys telling their stories in an interesting, visually compelling manner with a journalistic approach to their message. Alex is partnering with Volaire Aviation for this project.

CONFLICTS OF INTEREST

Voltaire Aviation has no conflicts of interest involved in providing air service development consulting services at Destin-Ft. Walton Beach Airport. We do not provide professional services for the airports in Pensacola (PNS) or Panama City (ECP). Destin-Ft. Walton Beach Airport will be our only client in the Florida Panhandle.

COST CONTROL AND QUALITY OF WORK

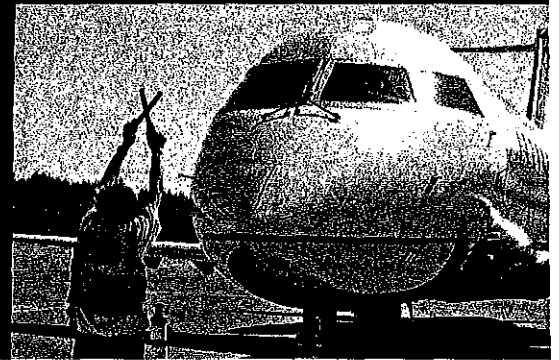
We have included proposed compensation, in the form of an annual retainer, in this proposal. The annual retainer will enable Destin-Ft. Walton Beach Airport to accurately budget its air service development professional expenses on an annual basis. Additionally, we will offer certain services on an "on-demand" basis, at the quoted rates.

We will work with the Airport to agree on delivery dates for all projects and initiatives. Jack Penning has never missed a deadline for a client deliverable. He prides himself on his ability to produce quality work within the designated timeframe; a timeframe which always includes client review.

We have a high degree of confidence that the quality of our work, as well as the thoroughness of our work, is the best in the air service development industry. Jack's approach to preparing business cases is to ensure "no question can't be answered" as he writes and prepares business cases. Jack's work is often complimented by airline personnel when he presents business cases to the airline.

We have included in this proposal a copy of the document prepared by Jack for a February 2017 meeting between Tucson International Airport and Allegiant. We believe this document is evidence of the quality of work of the firm in a similar market which also boasts a split of both leisure and business traffic.

CLIENT REFERENCES



The Volaire Aviation team is proud of our past 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.

Jack Penning was the lead consultant on Tucson's recent community development project that led to non-stop New York Kennedy service. Jack helped the Airport and the Tucson Metro Chamber raise a \$3 million revenue guarantee that led to American Airlines' daily New York service. Jack was also the lead consultant on Tucson's effort to recruit non-stop service to Mexico, which resulted in Aeromar's launch of flights between Tucson and Hermosillo.

Dick Gruentzel, VP Administration and Finance/CFO

(520) 573-4833, dgruentzel@flytucson.com

WINDSOR INTERNATIONAL AIRPORT – YQG
WINDSOR, ONTARIO, CANADA

Windsor International Airport has seen tremendous growth in passengers and capacity since it named Jack Penning its lead air service development consultant in 2009. In the last six years, Windsor's passengers have tripled. Jack has helped the airport recruit five new airlines in that time: WestJet, Sunwing, Porter, Air Transat and National. Those airlines have added service on routes to seven new cities: Calgary, Varadero, Santa Clara, Cancun, Toronto-City Centre, Punta Cana and Orlando-Sanford. Windsor commissions Jack for all of its route development business planning and recruitment, including leakage studies, airline headquarters meetings, community support development and marketing oversight.

Jim McCormack, Director of Finance

(519) 969-2430, jmcormack@yqg.ca

ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT
ST. PETERSBURG, FLORIDA

Jack Penning works closely with the airport's marketing and air service development director on initiatives to grow seats and air service. Jack also provides data analysis on a quarterly, monthly, and on-demand basis; tracks trends in airline service in the region relative to PIE; develops presentations for meetings with airlines including, but not limited to, market overview information, new route case studies, and potential route forecasts. Since Jack began working with PIE the airport has expanded service to more than 50 cities with non-stops, and passengers have increased by more than 50%.

Jeff Clauss, Director of Air Service Development and Marketing

(727) 453-7809, jclauss@fly2pie.com

**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%.

Jack's most recent success in the market was United's February announcement that it would re-enter Champaign/Urbana for the first time since 1993. The new flights to Chicago O'Hare will increase Willard Airport's capacity by 52%.

Michael DeLorenzo, Associate Chancellor, University of Illinois

(217) 333-4238, michaeld@illinois.edu

PROPOSED PROJECT APPROACH



The Volaire Aviation project plan for Destin – Fort Walton Beach Airport will build upon recent success to ensure airline capacity continues to increase, average fares continue to fall, and passengers continue to choose VPS as the most conveniently-located airport in the Florida Panhandle. VPS supports its airlines by generating high load factors – or the percentage of seats filled – in virtually all markets.

An analysis of Destin – Fort Walton Beach Airport performance, by market and carrier, shows the Airport fills 81% of its available airline seats with paying passengers (refer to chart 7). The top performing market, in terms of

CHART 7: STATISTICAL ANALYSIS OF CURRENT VPS AIR SERVICE
YEAR ENDED NOVEMBER 2016; SOURCE: US DOT TABLE T100

Airport	Code	Carrier	Passengers	PDEW	Avail. Seats	SDEW	Load Factor
Oklahoma City	OKC	Allegiant	7,294	10.0	8,520	11.7	85.6%
Charlotte	CLT	American	110,635	151.6	130,879	179.3	84.5%
Houston Intercontinental	IAH	United	81,521	111.7	97,004	132.9	84.0%
Dallas/Fort Worth	DFW	American	168,171	230.4	202,412	277.3	83.1%
Cincinnati	CVG	Allegiant	17,937	24.6	21,618	29.6	83.0%
MidAmerica St. Louis	BLV	Allegiant	17,941	24.6	21,794	29.9	82.3%
Allanta	ATL	Delta	433,241	593.5	546,784	749.0	79.2%
Washington National	DCA	American	4,709	6.5	5,950	8.2	79.1%
Knoxville	TYS	Allegiant	6,192	8.5	8,018	11.0	77.2%
Memphis	MEM	Allegiant	6,372	8.7	8,600	11.8	74.1%
Las Vegas	LAS	Allegiant	3,837	5.3	5,312	7.3	72.2%
Bowling Green, KY	BWG	Contour	673	0.9	1,078	1.5	62.4%
Fort Lauderdale	FLL	Allegiant	5,162	7.1	8,520	11.7	60.6%
Little Rock	LIT	GLO	2,709	3.7	5,560	7.6	48.7%
New Orleans	MSY	GLO	230	0.3	910	1.2	25.3%
Total			869,366	1,190.9	1,078,707	1,477.7	81.1%

load factor, was Oklahoma City, filling an average of 86% of its available seats. Three of the four lowest performing markets are served by 30-seat turboprop aircraft at relatively high fares, without a goal of filling the entire plane. This list underscores the fact that all major airlines serving VPS see high average load factors.

In 2017, Destin – Fort Walton Beach Airport will see Allegiant add non-stop service to 11 new cities. These additions will bring the total number of non-stop cities served from VPS to 24 – the most of any airport in the

Florida Panhandle. This growth could continue with the right research and the right business cases for specific new city targets.

Volaire Aviation prepared a list of markets from the Florida Panhandle without current non-stop service from any of the five airports in the region: Destin – Fort Walton Beach Airport, Panama City, Pensacola, Mobile, and Tallahassee. Our team then analyzed current data for each market to determine which of the markets would most likely support new non-stops.

**CHART 8: TOP 25 MARKETS WITHOUT VPS NON-STOPS
YEAR ENDED NOVEMBER 2016; SOURCE: US DOT TABLE T100**

The top 25 markets without non-stop service from Destin – Fort Walton Beach Airport include large cities from coast-to-coast. The data, which includes passengers from all five Panhandle airports, shows Denver is the largest market without a non-stop, generating an average of 143 passengers per day each way (PDEW) (refer to chart 8). Denver is followed by Miami, Chicago O'Hare, New York LaGuardia, and Los Angeles as the top five airports without current VPS non-stops. This list does not include the potential for new smaller markets, served less-than-daily by Allegiant.

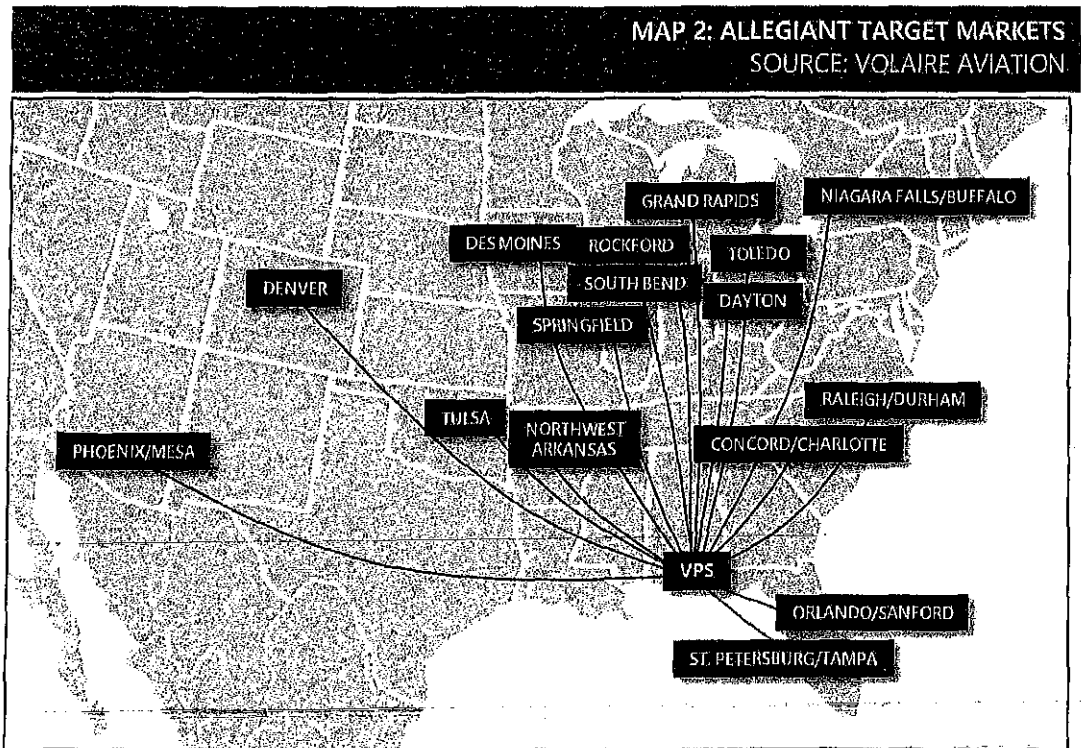
Market	Code	Passengers	PDEW	O/W Fare
Denver	DEN	104,490	143.1	\$210
Miami	MIA	104,019	142.5	\$200
Chicago O'Hare	ORD	96,348	132.0	\$205
New York LaGuardia	LGA	86,798	118.9	\$218
Los Angeles	LAX	85,835	117.6	\$259
Philadelphia	PHL	72,192	98.9	\$220
Boston	BOS	71,157	97.5	\$227
Minneapolis-St Paul	MSP	67,472	92.4	\$222
Detroit	DTW	62,650	85.8	\$208
Seattle/Tacoma	SEA	60,939	83.5	\$269
Tampa	TPA	60,690	83.1	\$146
Phoenix	PHX	60,249	82.5	\$227
San Diego	SAN	59,981	82.2	\$266
Chicago Midway	MDW	58,682	80.4	\$163
Orlando	MCO	58,610	80.3	\$171
San Francisco	SFO	54,543	74.7	\$264
San Antonio	SAT	45,442	62.2	\$208
Norfolk	ORF	44,594	61.1	\$233
Fort Lauderdale	FLL	43,901	60.1	\$179
Raleigh/Durham	RDU	42,897	58.8	\$212
Salt Lake City	SLC	41,552	56.9	\$257
Washington Dulles	IAD	38,204	52.3	\$230
Hartford	BDL	28,352	38.8	\$229
Milwaukee	MKE	28,029	38.4	\$208
Richmond	RIC	27,339	37.5	\$222

The combination of high average fares and full flights illustrates Destin – Fort Walton Beach Airport can successfully support additional service. It was one of the main factors in Allegiant's choice to serve VPS over other airports in the panhandle. Even with Allegiant's new service, there is room for additional flights from other carriers.

Moreover, VPS tends to support higher average fares due to the strong contingent of business travelers generated by Eglin Air Force Base and associated contractors. Pensacola and Panama City do not have the benefit of the same level of business travel meaning airlines must discount their fares to lure more leisure travelers. The large amount of local business travel makes Destin – Fort Walton Beach Airport more attractive to airlines than its main competitors.

Based on the data and these factors, the Volaire team has developed a list of markets to which it believes VPS will have the most success in recruiting service. The first set of markets include 16 new cities in the Allegiant

network that would be good fits for the Destin-Ft. Walton Beach market (refer to map 2). Each of these cities is already served by Allegiant to another focus city. Each of these cities could generate a large number of inbound visitors to the Panhandle. The VPS project team will be

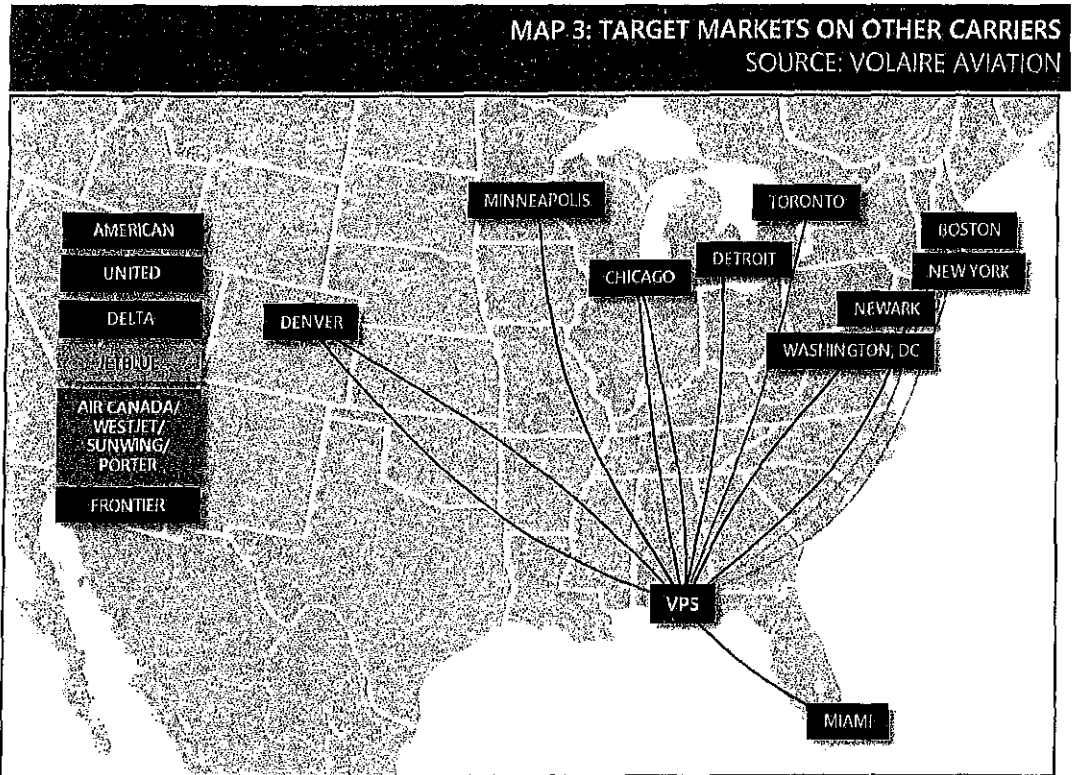


charged with ranking these opportunities, developing business cases for each, and then presenting that data to Allegiant to help it allocate resources for 2018.

Our team also believes there is room for Destin – Fort Walton Beach Airport's other carriers to grow into new markets and to recruit additional carriers to serve the Panhandle. Allegiant's success with its low-cost model leads us to reason other low cost carriers, such as Frontier and JetBlue, would be a good fit for the Airport and

the community. Beyond US-based low cost carriers, there is also an opportunity to recruit non-stop service to Canada through that country's lower cost airlines.

The Volaire team recommends the recruitment, over the next several years, of ten primary route options on a combination of nine unique airlines (refer to map 3). As mentioned, Denver is the largest market without VPS service, and it could be



operated by either United or Frontier. Other service options include Chicago, Minneapolis, Detroit, Toronto, New York/Newark, Boston, Miami, and year 'round Washington, DC service. Allegiant has proven the Destin – Fort Walton Beach was underserved and the market can support much more airline service than raw numbers would indicate.

Each new market will require a specific business case, presented to the target airline, along with negotiations for new service. The Volaire team will work with Destin – Fort Walton Beach Airport to develop and continuously refine an air service development strategy. The strategy will be developed jointly and will be based on the Airport's air service development opportunities, a preliminary ranking of these opportunities, the ability for airlines to meet at their headquarter offices and industry air service development conference schedules. The strategy will be revised throughout the term of this project as industry conditions change, and as Destin – Fort

Walton Beach Airport's air service objectives and priorities change. Once meetings are scheduled with airlines, business cases will be developed for presentation.

Jack Penning, Volaire's proposed Destin – Fort Walton Beach Airport Project Manager, will perform the research and analysis of the Florida Panhandle community relevant to include in business cases presented to airlines. In addition to the typical information such as the largest employers, number of college students and other data included in the typical air service development presentation to an airline, we believe it is important to illustrate positive economic trends and a community's economic rankings relative to other communities in the United States or in the region. When the data is favorable, including economic trends and rankings enables an airline to understand the drivers of a community's economy relative to other opportunities the airline may be considering.

The projected financial performance of a route is the core component of a business case presented to an airline. Jack Penning's business cases are typically structured to illustrate

the capacity, traffic and revenue trends at a macro market level and narrow to the specific market for which the business case is built. Each business case prepared will contain a traffic and revenue profile to include local, flow and total passengers, along with projected average fares.

The majority of the business case work we perform for clients includes a written report summarizing the analysis and findings to support the new route opportunity. A business case presented to an airline will contain the detail and data needed to answer the questions airline planners may have during the meeting, and the business case will be structured to persuade the airline planners to perform their own analysis and forecast of the proposed market.

An example of our work, prepared for a Tucson meeting with Allegiant, is included in this proposal.

**"EACH BUSINESS CASE PREPARED
WILL CONTAIN A TRAFFIC AND
REVENUE PROFILE TO INCLUDE
LOCAL, FLOW AND TOTAL
PASSENGERS, ALONG WITH
PROJECTED AVERAGE FARES."**

COMPENSATION PROPOSAL



Volaire Aviation is pricing this project with significant discounts based on our team's experience in the market and the volume of work. Volaire offers Destin – Fort Walton Beach Airport a simplified retainer pricing option which ensures cost certainty for the Airport. The Airport will be invoiced an equal retainer amount of \$3,750 per month, or \$45,000 per year of the contract. The retainer will include the following projects in each year of the contract, with a standard cost of \$87,500.

<u>Project</u>	<u>Value</u>
> Air Service Development Conferences	\$43,500
o Three conferences per year, five meetings per conference	
> Airline Headquarters Meetings	\$27,000
o Up to three per year	
> Community Visits/Stakeholder Meetings	\$7,000
o Up to two per year	
> Airport Data Reporting	\$10,000
o Monthly Schedule Change Reports	
o Quarterly Airport Traffic Reports	
> Unlimited Ad Hoc Consulting Services and On-Call Services	Undetermined
Total Value	\$87,500

The annual retainer does not include all potential projects that could be commissioned by the Airport. Other projects are offered on a per project pricing basis or an hourly basis. The Airport will be under no obligation to use Volaire Aviation for these services, but these project and hourly prices will not change for the duration of the agreement.

<u>Project</u>	<u>Cost</u>
> Passenger Leakage/Retention Study	\$15,000
> Small Community Air Service Development Grant Application	\$10,000
> Revision to Airline Recruitment Video	\$3,500
> Community Video Websodes for Social Media	\$8,500
> Formal Incentive Plan and Cost-Benefit Analysis	\$6,500
> Additional Airline Headquarters Meetings (per meeting)	\$6,500
> Additional Airline Conference Meetings (per meeting)	\$1,500
> Additional Community Visits (per visit)	\$1,500

<u>Type of Service</u>	<u>Hourly Rate</u>
> Airport Strategic Business Planning	\$200
> Multimedia Production	\$175
> Marketing and Advertising	\$175
> Graphic Design	\$175

Direct expenses are not included in the retainer, project costs, or hourly rates. Volaire Aviation will be entitled to reimbursement for expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and in accordance with the then regular procedures of the Airport.

Reasonable expenses include, but are not limited to, travel (airfare, hotel, rental car, and meals), printing of materials, and shipping of materials. Consultant will invoice all expenses at cost plus a 10% administrative fee.

In the case of air service development conferences, Consultant will allocate expenses based on the total expenses of the firm divided by the total number of meetings covered by the firm.

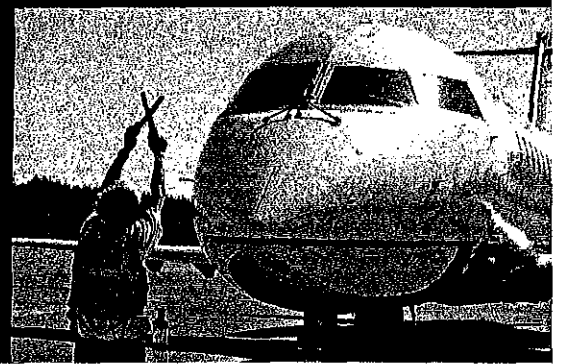
Voltaire Aviation does not expense or charge for internal communications or telephone expenses.

INSURANCE COVERAGE



ACORD		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY)	
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 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 The Ralston Group, LLC 8000 Allisonville Road Ste: 240 Indianapolis IN 46220				CONTACT NAME: Michael Higgs PHONE: (317) 572-1643 FAX: (317) 813-3022 E-MAIL: mhiggs@heralstongroup.com		DATE (MM/DD/YYYY) 01/03/2017
INSURED Volaire Aviation Inc. 12183 Island Dr Indianapolis IN 46226				INSURER(A) AFFORDING COVERAGE INSURER A: HARTFORD PROPERTY AND CASUALTY 34600 INSURER B: INSURER C: INSURER D: INSURER E:		NAIC # 34600
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.						
LINE	TYPE OF INSURANCE	INSURANCE PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> BOT <input type="checkbox"/> LOC OTHER:	Y Y	36 SBA 1B0018	01/03/2017	01/03/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED \$ 1,000,000 MED EXP (Any one occurr) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGO \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	36 SBA 1B0018	01/03/2017	01/03/2018	CONTRACTOR SERVICE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB EXCESS LIAB COOR CLAIMS-MADE	Y Y	36 SBA 1B0018	01/03/2017	01/03/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input checked="" type="checkbox"/> Y/N (N/A) Y IF YES, describe cover DESCRIPTION OF OPERATIONS below	N/A Y	36 WEC 1C0122	01/03/2017	01/03/2018	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OFF- <input type="checkbox"/> SITE EL. EMP/ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: If needed, may be attached if more space is required) This policy includes Professional Liability (\$2 million / \$2 million)						
CERTIFICATE HOLDER				CANCELLATION		
				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 		

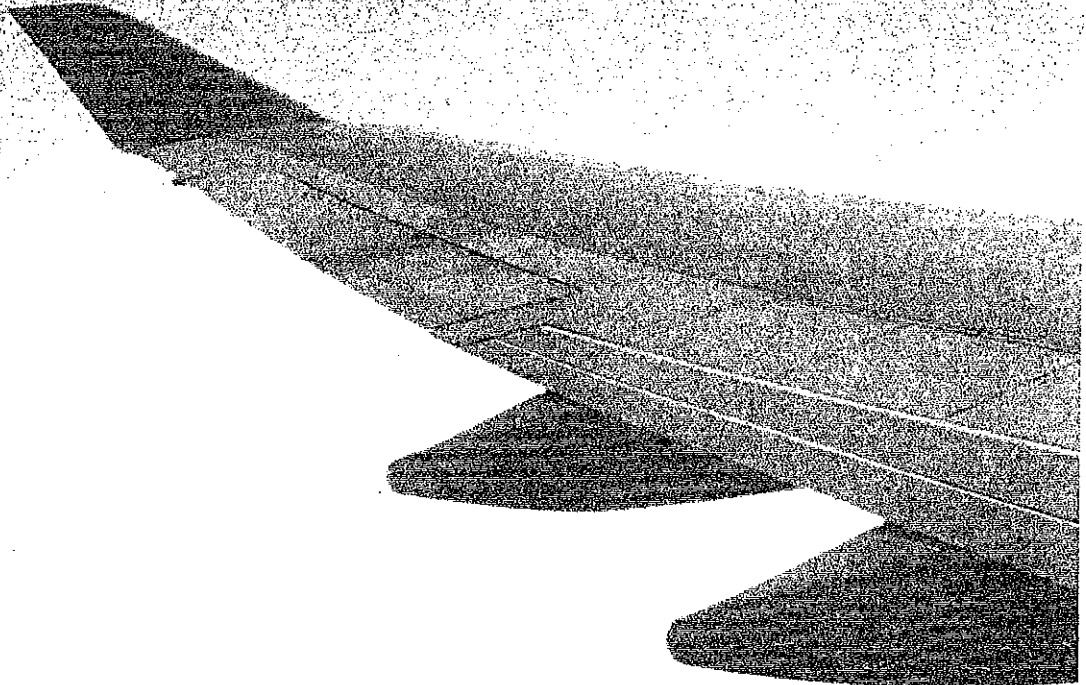
APPENDIX: AIRLINE PRESENTATION



A copy of a Volaire Aviation airline presentation, prepared for an in-person meeting between Tucson International Airport and Allegiant Air, is included in this packet. This presentation was delivered to the airline in February of 2017, and prepared by Jack Penning, Managing Partner.

VOLAIRE AVIATION, INC.

35001 EAST HIGWAY STREET
SUITE 728
FISHERS, INDIANA 46038
TEL: 317-530-7122
WWW.VOLAIREAVIATION.COM





CA #14

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

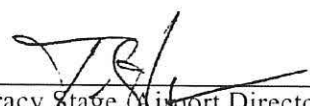
DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Volaire Aviation, Inc. Air Service Development Consulting Agreement
DEPARTMENT: Airport
BCC DISTRICT: 2

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Volaire Aviation, Inc. Contract for Air Service Development Contracting Services at the Destin - Fort Walton Beach Airport.


BACKGROUND: RFP AP 29-17 was sent out by the Okaloosa County Purchasing Department and proposals were due on March 23, 2017. Volaire Aviation, Inc. was selected and the Purchasing Department drafted the Contract and it was approved through internal coordination. The Contract was sent to Volaire Aviation for signature and is ready for Board approval. The Volaire Aviation, Inc. certificate of insurance is attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve the Volaire Aviation, Inc., Contract for Air Service Development at the Destin - Fort Walton Beach Airport as described above.



RECOMMENDED BY: Tracy Stage, Airport Director 6/13/2017



APPROVED BY: John Hofstad, County Administrator 6/13/2017
John Hofstad, County Administrator

SCRIPED

 MLC

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>TBD</u>	Tracking Number: <u>2369-17</u>
Contractor/Lessee Name: <u>Volare Aviation, Inc</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Air Service Development Consulting Services</u>	
Date/Term: <u>3 yrs with 2 year renewals</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stacy/miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Ch. Powell</u>	Date: <u>4/17/2017</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written:	
<u>Krystal King</u>	Date: <u>4-18-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
<i>See approval dated 4/21/2017</i>	
Approved as written:	
_____	Date: _____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

15-03-17 10:51

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, April 21, 2017 3:19 PM
To: Charles Powell
Cc: Lynn Hoshihara
Subject: RE: Air Service Development Contract/ RFP AP 29-17

This is approved for legal purposes.

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us]
Sent: Friday, April 21, 2017 12:20 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Air Service Development Contract/ RFP AP 29-17

Hi Kerry,

Revisions have been made. Please review for legal sufficiency. Thanks

Respectfully,
Charles Powell

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, April 18, 2017 10:21 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Air Service Development Contract/ RFP AP 29-17

Hey Charles:

Please see my attached comments and revisions.

Thank you!
Kerry

From: Charles Powell [<mailto:cpowell@co.okaloosa.fl.us>]
Sent: Tuesday, April 18, 2017 10:10 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Air Service Development Contract/ RFP AP 29-17

This is 2 of 2.

Let me know if you need anything else. Thanks

Respectfully,
Charles Powell

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Monday, April 17, 2017 1:21 PM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Air Service Development Contract/ RFP AP 29-17

Hey Charles:

Please send me the proposers submittal. Thank you!
Kerry

From: Charles Powell [<mailto:cpowell@co.okaloosa.fl.us>]
Sent: Monday, April 17, 2017 2:03 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Air Service Development Contract/ RFP AP 29-17

Hi Kerry,

Please review the attached contract for legal sufficiency. Let me know if you have any questions. Thanks

Respectfully,

Charles Powell
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

Dave Miner

From: Krystal King
Sent: Wednesday, May 31, 2017 4:07 PM
To: Dave Miner
Subject: RE: COI Volarie Aviation Consulting Service

COI meets the requirement so of the contract.

Krystal King
Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner
Sent: Thursday, May 25, 2017 9:18 AM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: RE: COI Volarie Aviation Consulting Service

Krystal:

Volarie Aviation sent a new COI for your review.

From: Krystal King
Sent: Wednesday, May 24, 2017 11:44 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>
Subject: RE: COI Volarie Aviation Consulting Service

The COI does not show any Professional Liability insurance. The contract requires \$1 M.

Krystal King
Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner
Sent: Monday, May 22, 2017 1:06 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: FW: COI Volarie Aviation Consulting Service

Krystal:

Can I get an update on this?
Thank you.

Dave

From: Dave Miner
Sent: Tuesday, May 16, 2017 7:10 AM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: COI Volarie Aviation Consulting Service

Krystal:

Please review the attached COI for Volarie Aviation Consulting Service (new Contract) that will be going to the Board for signature, and let us know if the COI complies with requirements.

Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon

request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2017

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 The Ralston Group, L.L.C. 8606 Allisonville Road Ste: 240 Indianapolis IN 46250		CONTACT NAME: Michael Higgs PHONE (A/C, No., Ext): (317) 572-1563 E-MAIL ADDRESS: mhiggs@theralstongroupllc.com FAX (A/C, No): (317) 813-3022	
INSURED Volaire Aviation Inc. 8500 E 116th St Unit 718 Fishers IN 46038		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS CO (HARTFORD) NAIC # 29459 INSURER B: TRUMBULL INS CO (HARTFORD) 27120 INSURER C: INSURER D: INSURER E: INSURER F:	


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.

INBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	36SBAIB9018	01/03/2017	01/03/2018	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	36SBAIB9018	01/03/2017	01/03/2018	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 OCCUR CLAIMS-MADE DED RETENTION \$	Y	Y	36SBAIB9018	01/03/2017	01/03/2018	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	N/A	Y	36WECIC6122	01/03/2017	01/03/2018	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	01/03/2017	01/03/2018	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 Airport is named ADDITIONAL INSURED as regards to General Liability, Professional Liability Business Auto, Workers Comp and Umbrella to these policies.

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County 5749 A Old Bethel Road Crestview FL 32536	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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