

Advertisement
City of Avon Park
Receipt of Unsolicited Proposal – City of Avon Park
Executive Airport
April 30, 2021

The City of Avon Park (“City”) has received an Unsolicited Proposal under Section 255.065, Florida Statutes, for a public-private partnership proposing a long-term lease for the operation, maintenance, and development of the City of Avon Park Executive Airport (“Airport”).

Under Section 255.065 (15)(b), Florida Statutes, the Unsolicited Proposal is NOT open for public inspection or available under public records until the City of Avon Park has made a final decision about the Proposal.

Under Section 255.065 (3)(b), Florida Statutes, the City of Avon Park will allow other proposals for a public-private partnership proposing a long-term lease for the operation, maintenance, and development of the Airport. Proposals must be received in a password protected electronic delivery to mschrader@avonpark.city and Lowell.clary@claryconsulting.com no later than 4:00pm, May 21, 2021.

Each proposer including the team that submitted the Unsolicited Proposer is responsible for meeting the requirements of this Advertisement. The complete requirements for submission including forms are including on the City of Avon Park web site located at: <http://www.avonpark.cc/services/bids.php>

Please note that the City has received Federal and State aviation grants for the Airport and any proposer will be responsible for ensuring that Federal and State requirements under the grants are followed during the term of the lease.

The City desires that proposals meet the following minimum goals:

1. Operate and maintain the Airport in accordance with Federal and State legal requirements providing the citizens of Avon Park and other users with a [first-class,] public use general aviation airport.
2. Provides a plan and approach that ensures the Airport is self-sustaining from the revenues generated by the Airport as quickly as possible and limit any required City funds prior to that date.
3. Encourages and promotes economic development at the Airport and in the larger community.

Request for Proposals:

1. Each proposer, including the proposer of the Unsolicited Proposal, must execute the following forms and include these in their proposal submittal:
 - a. Public Entity Crimes Report
 - b. Anti-Collusion Statement / Bid Form
 - c. Drug Free Workplace
 - d. Scrutinized Companies Certification

These are located at <http://www.avonpark.cc/services/bids.php> under the tab Bid Forms.

2. It is the policy of the City to assure that all employees of persons contracting with the City are employed, and that such employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. These provisions apply to all proposers.
3. The selected proposer/lessee shall be required to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected proposer/lessee shall retain these records for a period of five years after the end of the lease period, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City, its designees or other authorized bodies.
4. As a condition precedent to entering into an agreement with the City, and in compliance with Section 448.095, Fla. Stat., the selected proposer/lessee and its subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.everify.gov/>) to verify the employment eligibility of all employees the selected proposer/lessee hired after January 1, 2021 and during the term of the agreement. The selected proposer/lessee shall

include in all subcontracts under the agreement, the above requirement that subcontractors performing work or providing services pursuant to a City agreement utilize the E-Verify system to verify the employment eligibility of all employees subcontractor hired after January 1, 2021 and during the term of the subcontract. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor/lessee has otherwise complied, shall promptly notify Contractor/lessee and Contractor/lessee shall immediately terminate the contract with the subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statutes.

5. Under Section 255.065 (3)(a), Florida Statutes, the City of Avon Park Council has set an application fee of \$10,000 that each proposer must submit with their proposal. This fee is used to assist in the evaluation of the proposals and if not adequate the Council may request additional funds if deemed necessary.
6. Any proposal may be withdrawn until the date and time set for submission of the proposal. All withdrawals must be requested in writing via email, letter, or FAX. Any proposal not so withdrawn shall, upon submittal, constitute an irrevocable offer for a period of one-hundred and eighty (180) days to provide the services to the City set forth in the proposal.
7. Confidential Information - If information is submitted with the proposal documents that is deemed "Confidential" then the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to why these documents should be declared confidential in accordance with Chapter 119, "Public Records", exemptions. In the event of a public records request for said "Confidential" documents, it shall be the sole responsibility for the proposer to immediately file appropriate court pleadings at its own expense to prevent the City from disclosing the documents, thereby relieving the City from that legal obligation. The proposer shall indemnify and hold harmless the City, its officers, agents and employees from any damages, sanctions, expenses and attorney fees and expenses, through appeals, because the City holding such "confidential" documents while proposer seeks legal remedies.
8. The City shall not be responsible for oral interpretations given by any City employee, representative, or other person. Request for correction of any apparent ambiguity, inconsistency, or error therein, shall be in writing, addressed to the City Manager, which can be provided electronically. The issuance of a written addendum by the City Manager is the only official method whereby interpretation, clarification or additional information can be given. If

any addenda are issued to this Request for Proposals, the City will post the addenda and it shall be the responsibility of each proposer, prior to submitting their proposal, to determine if addenda were issued and to make such addenda a part of their proposal. Acknowledgement of receipt of all addenda must be noted by each proposer in their proposal.

9. Proposers shall bear all costs and expenses incurred in developing, preparing, and submitting proposals.
10. Section 119.0701, Florida Statutes, requires any public agency (which includes municipalities) to, in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor/lessee to comply with the public records laws.
11. The City shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the performance by the selected proposer/lessee or its employees and agents under the provisions of an agreement. The selected proposer/lessee will be required to indemnify and hold harmless the City, and its officers, elected or appointed officials, agents and employees, against any and all claims, liabilities, losses, injury, death, or damage whatsoever, including but not limited to attorney fees, on account of or arising out of or resulting from any act or omission of the selected proposer/lessee. The City and the proposer acknowledge that the first ten dollars (\$10.00) of the compensation paid the selected proposer/lessee shall be deemed specific consideration for this indemnification.
12. The selected proposer/lessee shall provide, at its sole cost, insurance satisfactory to the City, including without limitation, comprehensive general liability insurance, including coverage encompassing the foregoing indemnity, pollution legal liability coverage, hangar keeper's liability coverage, property damage coverage, worker's compensation and employer's liability coverage and other insurance coverages as may be reasonably required by the City, in limits as may be required by the City, which may be increased over time.
13. Proposers must be authorized to transact business in the State of Florida. A copy of the proposer's Registration Certificate and information must be submitted with its proposal. Proposers shall comply with all applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations (hereinafter "Laws") and such Laws shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal in response hereto and the City, by and through its

officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes any revisions or amendments of any or all of such Laws. Any involvement with the City shall be in accordance with but not limited to:

- a. Section 255.065, Florida Statutes.
- b. All applicable requirements of the City's grant assurances under its agreements with the Federal Aviation Administration or the Florida Department of Transportation that provide funds for development of the Airport, whether entered into before the date of this RFP or entered into in the future.

14. Any and all taxes due under law shall be the responsibility of the selected proposer/lessee once selected and under an agreement with the City.

15. In evaluating proposals the following will be applied for consistency:

- a. Proposals received after 4:00pm on May 21, 2021, will not be considered.
- b. For compliance, proposals must meet the requirements of Section 255.065 (4), Florida Statutes, required elements for the Unsolicited Proposal.
- c. For compliance, proposals must commit to and demonstrate the ability to operate and maintain the Airport in accordance with Federal and State requirements for a general aviation airport.
- d. For compliance, proposal lease periods must be no longer than 30 years. (note the Unsolicited Proposer has requested two 10-year optional renewal periods to total a possible 50-year lease period)
- e. For compliance, proposals must demonstrate the ability to secure and maintain a performance bond of at least \$150,000, as security for the City should the City be required to step in and take over the Airport.
- f. Proposals that request less City funds will receive higher consideration.
- g. Proposals that commit to and demonstrate the ability to promote economic development will receive higher consideration.
- h. The City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to deliver the services included in the Proposal. Information the City deems necessary to make this determination shall be provided by the Proposer. Such information may include but shall not be limited to:
 - a. current financial statements;
 - b. verification of availability of equipment and personnel; and,
 - c. past performance records.

16. In accordance with Section 255.065 (5)(c), Florida Statutes, the City Council will rank the proposals in priority order. The final decision to award a preferred proposer or to reject any and all proposals rest with the City of Avon Park

Council. If the City Council decides to move forward, the City will negotiate with the highest ranked “preferred proposer” to negotiate an Interim Agreement and/or Comprehensive Agreement as provided in Section 255.065 (5), (6) and (7), Florida Statutes. The final decision to accept or reject an Interim Agreement and/or Comprehensive Agreement with the preferred proposer rest with the City of Avon Park Council.

17. Protest procedures will be conducted in accordance with procedures provided in City Code, or otherwise providing at a minimum, due process of law appropriate in the circumstances.
18. The City of Avon Park and the preferred proposer will be required to secure the concurrence of the Federal Aviation Administration and the Florida Department of Transportation prior to executing an Interim and/or Comprehensive Agreement.