



# Revision to ASR and/or Attachments

**Date:** September 3, 2019  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office *Fill*  
**From:** Barry Rondinella, Director of John Wayne Airport *rd for BAE*  
**Re:** ASR Control #: 19-000935, Meeting Date 09/10/19, Item No. # 18  
**Subject:** Authorize Request for Proposal for Fixed Base Operators

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**Explanation:**

This attachment has been updated with additional information regarding the time that information on proposals become available.

Revised Recommended Action(s)

Make modifications to the:

Subject     Background Information     Summary     Financial Impact

Revised Attachments (attach revised attachment(s) and redlined copy(s))

Please update Attachment A, page 20 with the attached revised copy.

**RECEIVED**  
2019 SEP -9 AM 8:45  
CLERK OF THE BOARD  
ORANGE COUNTY  
BOARD OF SUPERVISORS

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**B. Communication**

- All questions related to this RFP must be submitted through BidSync ([www.BidSync.com](http://www.BidSync.com)). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1.
- **Respondents are not to directly contact Airport staff with any questions or clarifications concerning this RFP. Any such action could lead to disqualification of Respondent from the RFP process.**
- The Deputy Airport Director, Business Development, will provide all official communication concerning this RFP. With respect to this RFP, any County response other than a written response from the Deputy Airport Director, Business Development, will be deemed unauthorized and the County shall bear no responsibility for any reliance upon the unauthorized communication.
- Addenda to the RFP, if necessary, will be posted on BidSync.com. Respondents are responsible to comply with all posted addenda.

**C. Acknowledgement to the Terms, Conditions, Attachments and Exhibits in this RFP**

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN, AND ACKNOWLEDGE THAT THIS PROPOSAL WILL BE VALID FOR AT LEAST 365 DAYS.		
Company Name (as it appears on your invoice and W9)		Fed ID#
Address		
Authorized Signature (Sign all copies)	Title	Date
Name of person to contact in reference to this proposal		Phone Number

**PART 4. RESPONDENT SUBMITTAL INSTRUCTIONS**

**A. General Information**

Please read the following "Respondent Instructions" and "Respondent Checklist" carefully and check your Proposal package immediately upon downloading from BidSync to ensure that you have in your possession all the necessary documents. The information presented in this RFP is provided solely for the convenience of Respondents and other interested parties. It is the responsibility of the Respondent and interested parties to assure themselves that the information contained in this package is accurate and complete. The County and its advisors provide no assurances pertaining to the accuracy of the data in the RFP.

All Proposal documents and supplementary material or information submitted to the County shall become the property of the County. All costs associated with the preparation and

submission of any Proposal shall be borne entirely by the Respondent. All documents submitted in connection with this RFP will remain confidential until final award of the Lease(s) after the panel's evaluation and scoring have been completed and published. Upon award, said documents may be subject to public disclosure pursuant to the California Public Records Act (Cal. Gov. Code § 6250 *et seq.*).

The Respondent must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that Respondent claims is exempt from disclosure pursuant to the Public Records Act. **The Respondent who claims such an exemption must also state in the Proposal executed by a signatory authorized to so bind the Respondent that, "The Respondent agrees to indemnify, defend with counsel approved in writing by County, and hold the County, its elected and appointed officials, officers, employees, and agents harmless from any and all claims, demands, or liability of any kind or nature arising from County's refusal to disclose to any party any records Respondent has identified as copyrighted, trade secret, or other proprietary information."**

The County reserves the right to award FBO Lease(s) pursuant to California Government Section 25536 for specific site locations to individuals or entities other than the evaluation committee's recommended Respondent(s), to reject any or all Proposals, to cause re-soliciting of the Proposals, or to take such other course of action as the County deems appropriate at the County's sole and absolute discretion.

#### **A. Proposal Deposit**

**Each Full Service Fixed Base Operator "Original" Proposal must be accompanied by a deposit in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) and each Limited Service Fixed Based Operator "Original" Proposal must be accompanied by a deposit in the amount of Seventy-Five Thousand Dollars (\$75,000.00), in the form of a cashier's check made payable to the County of Orange/John Wayne Airport submitted in a sealed envelope with the Proposal, letter of credit in a form approved by John Wayne Airport, or through a wire transfer of funds to the County of Orange/John Wayne Airport. For wiring instructions, please contact Vivian Canton, John Wayne Airport Accounting Manager at (949) 252-5218 or via e-mail at [vcanton@ocair.com](mailto:vcanton@ocair.com). The \$125,000 cashier's check, letter of credit, or wire fund confirmation for Full Service FBO or \$75,000 cashier's check, letter of credit, or wire fund confirmation for Limited Service FBO must accompany each Proposal or the Proposal will be rejected.**

Deposits submitted by unsuccessful Respondents will be returned within thirty (30) days after execution of all necessary signatures on all FBO Leases, or after all Proposals are rejected.

The deposit of a successful Respondent shall be refunded within thirty (30) days after its submittal to JWA of the security deposit and proof of insurance required by the Lease. Should the successful Respondent fail to submit the security deposit or insurance within thirty (30) days of full execution of the Lease, the Lease shall be terminated and the Respondent's deposit shall be retained by the County as liquidated damages for the Respondent's breach.

Pursuant to Government Code Section 25536, the Board may thereafter award such Lease to another Respondent, solicit new Proposals, or take such other action as the Board deems appropriate at the Board's absolute and sole discretion.

#### **B. Format Requirements**