



REQUEST FOR PROPOSALS

for

DBE and ACDBE Consulting Services

RFP# 2019-DBE/ACDBE

Submissions Due: 2:00 p.m. Central Time, April 5, 2019

Prepared by:

***Panama City-Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, FL 32409***

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I. ADVERTISEMENT

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

The Panama City-Bay County Airport and Industrial District is requesting for Northwest Florida Beaches International Airport (“Airport”) Proposals to provide **Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) Consulting Services** for the Airport. The services are to be carried out in accordance with Federal Aviation Administration (FAA), and all applicable Federal, State, and Local Codes, Regulations, Ordinances, and Policies.

Proposals shall be submitted no later than **2:00 PM Central Time, April 5, 2019** in the Airport’s Administrative Office at the address stated below. Any submissions received later than the **2:00 PM** deadline will be considered "LATE" and will not be accepted. **No facsimiles, emails or telephone submissions will be accepted.** Submissions shall be enclosed in a sealed envelope, clearly marked “**RFP #2019-DBE/ACDBE Consulting Services**” on the outside of the envelope and be delivered or mailed to: Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.

The solicitation (RFP) document and associated addenda can be accessed from the Airport’s website by visiting <https://www.iflybeaches.com/airport-authority/business-at-ecp>.

Contact information for this Project: Ms. Darlene Nelson via dnelson@pcairport.com. All Contact must be in writing via email.

The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Submitters that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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II. INSTRUCTIONS FOR REQUEST FOR PROPOSAL (“RFP”) SUBMISSION

A. GENERAL

Sealed Proposals shall be enclosed and secured in an envelope/package and properly marked and displayed on outside of envelope/package bearing the name and address of Submitter, solicitation name and solicitation number. No other information shall be included or written on the outside of the envelope/package. The Airport **shall not** be responsible for unidentified Proposals. Submissions should be either hand-delivered, sent via overnight delivery, or mailed and addressed to: **Director of Finance & Administration, Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.**

Proposals shall be submitted no later than **2:00 PM Central Time, April 5, 2019** in the Administrative Office at the address stated above. **Only the names of the Submitters will be announced. No facsimiles, e-mails or telephone submittals will be accepted.** Any submission received later than the **2:00 PM** deadline will be considered LATE and will NOT be accepted. The Airport is not responsible for late deliveries or submissions.

B. EXAMINATION OF RFP DOCUMENT

Prior to submitting proposals, each Submitter shall carefully examine the RFP documents and thoroughly familiarize themselves with the submittal and project requirements thereof, and notify Airport of all conflicts, errors, or discrepancies.

The Submitter shall certify their Proposal by completing the required Submittal Certification Form. All submissions shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. The submission shall remain firm for not less than **one hundred-eighty (180) calendar days** from the due date.

The Submitter’s name and solicitation number shall be included when specifications or descriptive papers are submitted with proposal. By submission of a Proposal, the Submitter guarantees that all services offered meet the requirements of the solicitation.

C. QUESTIONS

Submit written questions to accounting@pcairport.com not later than **2:00 PM, Local Time, March 18, 2019**. Place careful attention to ensure that “RFP #2019 DBE/ACDBE Consulting Services” is included in the subject line of the email message. Discussing this RFP with Airport Board members prior to the Airport’s final ranking of proposals is strictly prohibited. All questions and answers will be posted on the Airport website at <https://www.iflybeaches.com/airport-authority/business-at-ecp> not later than March 22, 2019.

D. ADDENDUM

If it becomes necessary to revise any part of this RFP, an addendum will be provided in writing and

posted to the Northwest Florida Beaches International Airport website. All addenda issued by the Airport must be acknowledged in writing by the Submitter. **Verbal information obtained otherwise will not be considered in the awarding of the proposal.** It shall be the Submitter's responsibility to ensure that s/he has all addenda by visiting the Northwest Florida Beaches International Airport website: <https://www.iflybeaches.com/airport-authority/business-at-ecp>.

E. TAXES

The Airport is an Independent Special District of the State of Florida and is not subject to tax. Submitter is responsible for any taxes association with the Agreement, improvements, or any other taxes imposed.

F. LICENSES

All Submitters must be properly licensed to do business in the State of Florida and must comply with the Florida State Statutes. Submitters do not need to be based in Florida; however, Submitters are required to submit evidence of all professional licenses required to complete the work as part of the RFP submittal. **Failure to comply may be automatic grounds for rejecting the submittal as non-responsive.**

G. MISCELLANEOUS PROVISIONS

1. The Airport reserves the right to reject any or all submissions and further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interest of the Airport. The Airport shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.
2. This procurement does not commit the Panama City-Bay County Airport and Industrial District to award a contract, to pay any costs incurred in the preparation of the submitted Proposal, or to procure or contract for goods or services listed herein. Costs associated with proposal preparation, oral interviews or presentations shall be the sole responsibility of the Submitter.
3. The Airport hereby notifies all those responding to this RFP that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, it will affirmatively ensure that for any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
4. Proposals will not be accepted from any Submitter that is in arrears or default to the Airport upon any debt or contract, has defaulted as surety or otherwise upon any obligation to the Airport, has failed to perform faithfully any previous contract with the Airport, or has refused to enter into a contract with the Airport after being awarded the same.
5. The Submitter shall indemnify, protect, defend, and hold the Airport, including its agents, officers and employees, completely harmless from and against liabilities, losses, suits, claims,

judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense (including, but not limited to, attorneys' fees, court costs, and expert fees) of any nature arising out of or incident to this Agreement and/or the activities of Submitter, or the acts or omissions of Submitter, its officers, agents, employees, Submitter, sub Submitter, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of the Airport, its agents, officers and employees, representatives, or contractors. The Airport shall give to Submitter reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement.

6. As a condition to the receipt and consideration by the Airport of any proposal in response to this Request for Proposals, the Submitter, whether or not it is selected, agrees as follows: Except as provided in this section, no information given by or on behalf of the Submitter (including its officers, agents, and employees) to the Airport, its officers, agents, or employees, regardless of the form of communication, has been given in confidence. All or any part of such information may be used or disclosed by the Airport in its selection process or for any other lawful use. However, all financial information given by the Submitter as part of this Request for Proposals will remain confidential only to the extent permitted by law. No representation by the Airport, its officers, agents, or employees contrary to this section regarding confidentiality may be relied on or is in any way binding on the Airport, its officers, agents, or employees.

H. CONTRACT AWARD

This RFP is anticipated to result in one (1) award, but the Airport reserves the right to award more than one contract or divide work between more than one firm. Only those interested parties who respond to the RFP may be considered for contract award.

A contract award will be made to the Submitter whose proposal is deemed most advantageous to the Airport, considering all evaluation factors listed herein. The Airport shall be the sole judge of this determination. A Notice of Award will be emailed to all Submitters who respond to this RFP.

If awarded, the selected firm will be required to sign a Consulting Contract (reference Attachment 1). A copy of the firm's submission will be incorporated by reference to the contract; however, in the event of any ambiguity or conflict, the Airport's contract will prevail.

The Airport reserves the right to accept or reject any or all submissions received as a result of this RFP, and to waive any informalities, defects, or irregularities in any submission, or to accept that submission which, in the judgment of the proper officials, is in the best interest of the Airport.

I. TERM OF CONTRACT

The proposed term of this contract shall be for an initial three (3) years with two (2) one-year renewal options, exercisable in the Airport's sole discretion.

J. GRIEVANCE

Any actual or prospective Submitter who is aggrieved in connection with this procurement or award of a contract may protest to the Airport’s Executive Director. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements.

K. INSURANCE REQUIREMENTS

The successful Submitter shall maintain, at its own expense, continuous insurance as set forth below:

- 1. Worker’s compensation and Employers Liability: Statutory
- 2. Comprehensive General Liability
 - Bodily Injury and Property Damage Combined \$2,000,000 / \$2,000,000
- 3. Automobile Liability
 - Bodily Injury and Property Damage Combined \$1,000,000 / \$1,000,000
- 4. Professional Liability Insurance
 - Including Errors and Omissions \$1,000,000 / \$1,000,000

Insurance shall indemnify the Airport against any and all claims arising under or as a result of the performance of the Contract. The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. The Airport must also be provided with thirty (30) days’ notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

L. INDEPENDENT CONTRACTOR STATUS

The selected Submitter shall not, by entering into a Contract, become a servant, agent, or employee of the Airport, but shall remain at all times an independent contractor to the Airport. The Contract shall not be deemed to create any joint venture, partnership, or common enterprise between the vending contractor and the Airport, and the rights and obligations of the parties shall not be other than as expressly set forth.

M. LEGAL STATEMENT

Please reference Section IV. RFP Response Requirements, 7. Legal Actions.

N. LAWS

Compliance with EEOC and other State and Federal Laws: To the extent applicable and set forth in the respective statutes, Submitter shall comply with the provisions of:

- 1. Title VII of the Civil Rights Act of 1964;
- 2. Age Discrimination in Employment Act of 1967;
- 3. Title I of the Americans with Disabilities Act of 1990;
- 4. Equal Pay Act of 1963;

5. Fair Labor Standards Act of 1938; and
6. Immigration Reform and Control Act of 1986.

The Contract Template (Attachment 1) contains additional required provisions for the contract, which may include:

- Access to Records and Reports
- Buy American Preference
- Civil Rights – General
- Civil Rights – Title VI Assurances
- Civil Rights – List – Pertinent Authorities
- Disadvantaged Business Enterprises
- Energy Conservation Requirements
- Federal Fair Labor Standards Act (Federal Minimum Wage)
- Occupational Safety and Health Act of 1970
- Rights to Inventions
- Veteran’s Preference
- Seismic Safety
- Copeland Anti-Kickback Act
- Davis-Bacon Requirements
- Distracted Driving – Texting When Driving
- Affirmative Action Requirement
- Equal Employment Opportunity Clause
- Equal Employment Opportunity Specifications
- Prohibition of Segregated Facilities
- Procurement of Recovered Materials
- Termination of Contract – for Convenience
- Termination of Contract – for Default
- Contract Workhours and Safety Standards Act Requirements
- Breach of Contract Terms
- Clean Air and Water Pollution Control

O. TITLE VI SOLICITATION NOTICE

The Panama City-Bay County Airport and Industrial District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Submitters that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

It is the policy of the Panama City-Bay County Airport and Industrial District to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Airport encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Please submit one (1) original copy, three (3) paper copies, and one (1) electronic copy in Adobe PDF format on a USB storage drive. Original and copies should have a table of contents and tabs.

***** End of Instructions for Request for Proposal Submission *****

III. OBJECTIVE AND SCOPE OF SERVICES

A. INTRODUCTION

The Northwest Florida Beaches International Airport is owned and operated by the Panama City-Bay County Airport and Industrial District. The Airport is currently served by four airlines, including American Airlines, Delta Air Lines, Southwest Airlines and United Airlines. The Airport completed its eighth full year of operation in 2018, recognizing the first year of operations to exceed one million passengers. For additional information about the Airport, "ECP", please visit www.iflybeaches.com.

The Airport has previously established Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) Programs in accordance with regulations of the U.S. Department of Transportation (USDOT) 49 CFR Parts 23 & 26. The Airport's goal is to ensure nondiscrimination in the award and administration of contracts and to create a level playing field on which DBEs and ACDBEs can compete fairly for contracts and ensure that the DBE and ACDBE programs are narrowly tailored. The selected qualified consulting firm will provide professional DBE and ACDBE Consulting Services to ensure that the Airport is in compliance with federal regulations.

B. ORGANIZATIONAL STRUCTURE

The Consultant will be contracted by the Panama City-Bay County Airport and Industrial District and will report to the Executive Director of the Northwest Florida Beaches International Airport. The Consultant is expected to work with Airport Staff in order to provide DBE & ACDBE Consulting Services.

1. DBE LIAISON OFFICER (DBELO)

- a. The Airport has designated the Director of Finance & Administration as the DBE Liaison Officer (DBELO). The DBELO is responsible for developing, implementing, and monitoring the DBE and ACDBE programs on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE and/or ACDBE; and, disseminating information on available business opportunities so that a DBE and/or ACDBE is provided an equitable opportunity to bid on Airport contracts. The DBE Liaison Officer reports directly to the Executive Director, and the Airport has a staff of three in its Finance & Administration Department.

2. PROGRAMS

- a. **Disadvantaged Business Enterprise (DBE) Program**
 - i. The Airport has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT) Title 49 Code of Federal Regulations Part 26. The Airport receives federal financial assistance from the USDOT and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26.

- ii. The purpose of this program is to provide for the inclusion of minority and women owned small businesses certified as a DBE on federally funded contracts at the Airport, including contracts for construction and professional services.
- iii. The small business element, 49 CFR Part 26.39, is included as part of the DBE program plan and is referenced as the Small Business Participation Plan (SBPP). The SBPP is a race and gender neutral program that encourages economic growth for local small businesses by providing opportunities to compete for all or portions of Airport contract awards. The SBPP endeavors to create greater access for SBEs to participate as primes as well as subcontractors on non-federally funded projects, contracts and purchases. The SBPP allows the Airport to create small business set-asides on projects that are “appropriately sized” for small businesses in the Airport’s market area to perform services as needed.

b. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program

- i. The Airport, in accordance with 49 CFR Part 23, provides a program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBE) in concession related contracting opportunities.
- ii. The purpose of this program is to provide for the inclusion of minority and women owned small businesses certified as a DBE on airport concession contracts at the Airport, including but not limited to food and beverage services, news / gifts, and rental cars. Separate goals are established for car and non-car rental concessions.

C. SCOPE OF SERVICES

The successful Respondent shall perform all work in a timely manner and shall be responsible for ensuring coordination of its work with the Airport. The Scope of Services includes, but is not limited to the following:

Immediate:

1. Development of an updated Airport DBE, ACDBE, SBPP & Title VI Program and related documents, including, but not limited to: goals & methodology, specification updates, notices, etc.
2. Preparation of annual accomplishment reports for the following:
 - a. 10/1/16-9/30/17 – DBE Part 26 and ACDBE Part 23 Achievement Reports
 - b. 10/1/17-9/30/18 – DBE Part 26 and ACDBE Part 23 Achievement Reports
3. Act as a Liaison for the Airport with compliance and issues involving the FAA and other governmental entities
4. Assist in any other updating of information required in the DBE Connect program

The Proposer must provide a lump sum price for the immediate services.

Ongoing:

1. Assistance with DBE, ACDBE, SBE & Title VI Program regulatory information and administrative training
2. Provide technical knowledge and expertise relating to all federal programs and guidelines utilized by the Airport
3. Assist in updating information required in the DBE Connect program
4. Effective and timely communication in response to the Airport
5. Assist the Airport with DBE and ACDBE contracts including, but not limited to: concession and lease agreements, professional services and construction contracts, and joint venture opportunities within the DBE and ACDBE Programs
6. Assist with and provide suggestions with language in legal notices, public notices, bid documents, etc. as needed to Airport Staff
7. Oversee stakeholders meetings (*when necessary*)
8. Provide assistance with outreach of DBE and ACDBE events
9. Provide recommendations regarding modifications, revisions and/or corrections necessary for the Airport to become compliant with Federal DBE and ACDBE certification regulations
10. Assistance/Advice with On-Site Monitoring of contractors and/or consultants
11. Identify tasks within the scope of services may be funded or reimbursed with the use of Airport Improvement Program (AIP)
12. Assist with DBE & ACDBE Contract Goals
 - a. Consultant shall work and coordinate with the Airport or its Program Manager prior to the solicitation of any federally funded project to determine if the DBE program is applicable and to set individual contract goals based on the scope of the work, availability of the DBE firms and total firms in the market area to perform the required work
 - b. Consultant may be required to appear at any pre-bid or pre-solicitation meeting to explain the goal established for a particular project and to explain the process and forms necessary to meet to the goals and requirements of the Airport's program
13. All other DBE and ACDBE consulting services as assigned

The proposer must provide hourly rates applicable to the ongoing services.

D. DBE & ACDBE UNIFORM REPORTING DATES

DBE & ACDBE Uniform Reports are due annually. DBE & ACDBE Program Updates are due triennially.

| Report | Due Date | Comment |
|---|-----------------|-----------------|
| DBE Accomplishment Report | December 1 | Due Annually |
| ACDBE Accomplishment Report | March 1 | Due Annually |
| DBE Overall Goals & Methodology Report | August 1 | Due Triennially |
| ACDBE/Car Rental Overall Goal & Methodology | August 1 | Due Triennially |

E. UPCOMING OPPORTUNITIES

1. The Airport anticipates the following upcoming **DBE** opportunities for FY 19-21 (*opportunities are subject to change*):
 - a. Terminal Building Expansion
 - b. Taxiway Design & Construction
 - c. Crosswind Runway Design & Construction
 - d. Airport Master Plan — Planning
 - e. Expand/Reconfigure Passenger Screening Checkpoint Design & Construction
 - f. Cell Phone Parking Lot Expansion Design & Construction
 - g. Expand Outbound Baggage System Design & Construction

2. The Airport anticipates the following upcoming **ACDBE** opportunities for FY 19-21 (*opportunities are subject to change*):
 - a. Food & Beverage Concessions
 - b. Gifts & News Concessions
 - c. Terminal Advertising

F. EVALUATION CRITERIA

All properly submitted proposals will be reviewed and evaluated by the Airport. By submitting a response to this RFP, Submitter accepts the evaluation process and acknowledges the determination as judged by the Evaluation Committee will be recommended for selection. Further, the Airport may elect to reject all proposals and/or elect not to select any Consultant.

Upon review and evaluation of all qualifying proposals, including any interviews that the Airport may require, the Evaluation Committee will rank and recommend the Proposers that, in its sole judgement, in order of most responsive in meeting the requirements and objectives of this RFP as set forth below.

| Criteria | Weight | Description |
|---------------|--------|--|
| Experience | 25 | Proposer will be evaluated on its responses as shown in the Experience and Capabilities section of the RFP Response Requirements. |
| Key Personnel | 15 | The Airport will consider the plan to provide necessary staffing and the experience of the individual team members proposed to provide the work. |
| References | 10 | Proposer will be evaluated on the extent and quality of the references provided. |
| Timeline | 20 | The Airport will consider the proposed timeline for the initial assignment. |
| Compensation | 20 | Proposer will be evaluated on the overall compensation of the initial services and the rates for the ongoing services. |

| | | |
|----------------|----|---|
| | | Each proposal must include a lump sum price for the immediate services and hourly rates for the ongoing services, which the Airport will evaluate together. |
| Other Criteria | 10 | DBE Participation Insurance Coverage/Bonding Capacity Legal Actions Proposal Response (compliance with RFP Requirements) |

The Airport Board of Directors will then either approve the Evaluation Committee's rankings or review the proposals, deliberate, and adopt a different ranking along with specific reasons for why it chose to rank the proposals differently.

G. PROJECT SCHEDULE*

The following describes the estimated timeline for this RFP process:

| Date | Task | Remarks |
|--|------------------------------------|--|
| 3/6/19 | RFP Package Available | www.iflybeaches.com/airport-authority/business-at-ecp |
| 3/18/19 | Last Day for Questions | Monday 2:00 PM |
| 3/22/19 | Answers posted on Website | Friday 5:00 PM |
| 4/5/19 | RFP Submittals Due | Friday 2:00 PM |
| 4/17/19 | RFP Submittal Evaluations Complete | Wednesday |
| 4/24/19 | Contract Awarded | Wednesday |
| * Estimated timeline above is tentative and subject to change. | | |

***** End of Objective and Scope of Services *****

IV. RFP RESPONSE REQUIREMENTS

The Airport does not desire voluminous submissions; therefore, please limit your presentation to essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFP. The Airport will not reimburse costs associated with development of proposals, interviews or presentations.

Submittals must contain the following information, in the following order:

1. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone number and email address of the Proposer and the executive that has the authority to contract with the Airport.

2. Executive Summary

Please provide a summary of your firm's qualifications and its experience in the type of services requested in this RFP.

3. Compensation

Each proposal must include a lump sum price for the immediate services and hourly rates for the ongoing services, which the Airport will evaluate together. The Airport will reimburse expenses only as provided in the Contract Template and, therefore, the proposal should not describe expenses that the proposer intends to have reimbursed by the Airport.

4. Experience and Capabilities

Provide a description of the relevant experience and capabilities of your firm and of the personnel who would perform the work under this contract. A firm must have at least three (3) years of experience providing the services outlined in Section II. C – Scope of Services to be considered for selection. Provide a list of at least three (3) entities of comparable or greater size for whom you have provided related services within the last five (5) years. This list of entities is in addition to Required Form B, but may include the same entities.

5. Key Personnel

Provide a Project Organizational Diagram which clearly shows the principal distribution of professional and supervisory personnel and resumes that will be assigned to the contract. Name the key individuals that will be assigned to the contract if awarded and describe their roles; if a change is required between submittal and award the firm must notify the Airport of the proposed replacement.

Provide information on all applicable professional and trade licenses and registrations.

Indicate whether your firm is a Disadvantaged Business Enterprise (DBE). If your firm is not a DBE, provide your proposed DBE participation percentage and partners, if known.

6. Current Workload

Provide a list of projects and/or contracts for which the firm is currently responsible. Provide a proposed timeline for completion of services.

7. Insurance Coverage / Bonding Capacity

Provide information regarding your insurance coverages and bonding capacity. List applicable coverage. Reference section I. Instructions for Proposals, K. Insurance Requirements.

8. Legal Actions

If applicable, provide information on pending or past legal actions at federally-obligated airports within the past five (5) years for the Submitter.

9. Required Forms

The following forms MUST be completed by the Submitter and attached to the proposal. Failure to submit these forms may be grounds for disqualification of the Submitter from consideration.

Provide executed copies of Required Forms as listed below:

- A. Proposal Certification
- B. References
- C. Experience
- D. Non-Collusion Affidavit Form
- E. Anti-Lobbying Form
- F. Debarment Certification
- G. Trafficking in Person
- H. Acknowledgement of Addenda (*even if none are issued*)

***** End of RFP Response Requirements *****

REQUIRED FORM A

PROPOSAL CERTIFICATION RFP# 2019 - DBE/ACDBE

In compliance with the Request for Proposals and subject to all conditions thereof, the undersigned certifies that all information contained in this Proposal is accurate and true and that any misrepresentation herein is grounds for non-consideration, or dismissal in the event of selection or contract award by the Airport.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP+4

COMPANY TELEPHONE NUMBER

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. *(if applicable)*

SCDOT DBE NAICS Codes *(if applicable)*

REQUIRED FORM B

REFERENCES

List a minimum of three (3) references of individuals who can attest to the Submitter's experience. Provide the name, telephone number, and email address of at least three (3) appropriate references familiar with the quality of work done by the firm on similar projects. (use additional sheets if necessary)

ENTITY _____

CONTACT PERSON/TITLE _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON/TITLE _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON/TITLE _____

TELEPHONE _____

EMAIL ADDRESS _____

REQUIRED FORM C**EXPERIENCE**

Please indicate the years of experience your firm has in each of the categories.

| Scope of Services | Years Experience |
|--|-------------------------|
| Development of an updated Airport DBE, ACDBE, SBPP & Title VI Program and related documents including goals & methodology | |
| Prepare annual DBE & ACDBE achievement reports | |
| Assistance with annual DBE & ACDBE uniform reporting guidance as required for submittal of goals and accomplishments | |
| Oversee and perform the completion of the ACDBE/DBE/Car Rental Overall Goals, Methodology, Accomplishments and Short Fall Analysis Reports | |
| Responsible for the utilization of all FAA Reporting forms and formats as required for submittal of goals and accomplishments | |
| Assist with the maintenance of the ACDBE/DBE/Car Rental/SBPP and Title VI programs | |
| Provide technical knowledge and expertise relating to all federal programs and guidelines utilized by the Airport | |
| Act as a liaison for the Airport when dealing with DBE/ACDBE compliance issues involving the FAA and other governmental entities | |
| Offer guidance, assistance and direction with regard to the Disparity Study Process and its completion | |
| Provide administrative training for staff, etc. as it relates to new and impending changes in legislation or federal regulations for DBE/ACDBE | |
| Assist Airport with future contracting including, but not limited to, concessions agreements, leases and joint venture opportunities within the ACDBE/DBE Programs | |
| Assist Staff and provide suggestions with DBE language in legal notices, public notices, bid documents, etc. as needed | |
| Oversee stakeholders meetings when necessary | |
| Provide any recommendations regarding modifications or corrections necessary for the Airport to become compliant with Federal DBE/ACDBE certification regulations | |
| Assistance with On-Site Monitoring of contractors and/or consultants | |
| Assistance with outreach of DBE and ACDBE events | |

REQUIRED FORM D

NON-COLLUSION AFFIDAVIT FORM

STATE OF _____) COUNTY OF _____)

_____)
being first duly sworn, deposes and says that he/she is

_____)
(Sole owner, a partner, president, secretary, etc.)

of _____)

the party making the foregoing Submittal that such submittal is genuine and not collusive or sham; that said Submitter has not colluded, conspired, connived, or agreed, directly or indirectly with any SUBMITTER or person, to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other SUBMITTER or to fix any overhead, profit or cost element of said Submittal or of that of any other SUBMITTER or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Submittal are true; and further, that such SUBMITTER has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Submitter)

Sworn to and subscribed before me this _____ day of _____, 20____.

_____ State: _____ County: _____
(Notary Public in and for)

My commission expires _____, 20____.

REQUIRED FORM E

ANTI-LOBBYING FORM CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf
(name and title of Submitter's official)

of _____, to the best of my knowledge and belief, that:
(name of Submitter)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 influencing or attempting to influence 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

REQUIRED FORM F

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT
(BIDDER OR OFFEROR CERTIFICATION)**

By submitting a proposal under this solicitation, the Submitter certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONSULTANTS / CONTRACTORS REGARDING
DEBARMENT
(LOWER TIER CONTRACT CERTIFICATION)**

The successful Submitter, by administering each lower tier subcontract that exceeds twenty-five thousand dollars (\$25,000) as a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME

TITLE

REQUIRED FORM G

TRAFFICKING IN PERSONS

I, _____, hereby certify on
(name and title of submitter’s official)

behalf of _____ that:
(name of submitter)

Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

- (1) Engaging in serve forms of trafficking in persons during the period of time that the agreement is in effect;
- (2) Procuring a commercial sex act during the period of time that the agreement is in effect; or
- (3) Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

- (1) Is determined to have violated the Prohibitions; or
- (2) Has an employee who the FAA determines has violated the Prohibitions through conduct that is either –
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or sub-recipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by the FAA at 49 CFR Part 29.

Executed this _____ day of _____, 20_____.

By: _____
(signature of authorized official)

(title of authorized official)

REQUIRED FORM H

ACKNOWLEDGEMENT OF ADDENDA

Submitter hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company: _____

Authorized Signature: _____

Print Name: _____

Attachment 1

CONSULTING CONTRACT TEMPLATE

These contract terms are not negotiable, but may be supplemented in the Airport's discretion depending on the specific details of the project or the type of services to be provided.



NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

**AGREEMENT FOR
CONSULTING SERVICES
between the
PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT dba
Northwest Florida Beaches International Airport
and**

[REDACTED]

THIS AGREEMENT for [REDACTED] consulting services (the "Agreement"), is made and entered into as of the [REDACTED] day of [REDACTED], 2019 by and between **the Panama City-Bay County Airport and Industrial District**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City Beach, FL 32409 (hereinafter referred to as "AUTHORITY"), and [REDACTED] corporation with a business address at [REDACTED] (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the AUTHORITY is continuing the operation and development of the Northwest Florida Beaches International Airport; and

WHEREAS, the AUTHORITY desires to employ the services of the CONSULTANT to provide consulting services for [REDACTED] and other related services consistent with the Request for Proposals issued for this Agreement at the sole discretion of the AUTHORITY; and

WHEREAS, the CONSULTANT has represented that it is qualified, willing and able to perform the consulting services required on the terms and conditions hereinafter set forth: and

WHEREAS, the AUTHORITY has given public notice of the services to be considered pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: SERVICES

- 1.1 The Services of the CONSULTANT required under this Agreement by the AUTHORITY shall be for [REDACTED] and other related services consistent with the Request for Proposals for this engagement, incorporated herein, in support of the AUTHORITY’S activities at the Northwest Florida Beaches International Airport. In the event of a conflict between the Request for Proposals and this Agreement, the terms of this Agreement shall control.
- 1.2 The CONSULTANT shall provide for the AUTHORITY the Services described in the Request for Proposal and Response (Attachment A), Work Schedule (Attachment B), and Compensation (Attachment C). The CONSULTANT’S Services will be paid for by the AUTHORITY for Services under as indicated in Article 6 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 2 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Work.
- 1.4 The CONSULTANT is solely responsible to the AUTHORITY for correcting or re-performing, at its own cost, any Services that are deficient or inaccurate because of CONSULTANT’S or any of its subconsultant’s failure to perform said Services in accordance with the standard of care provided herein. CONSULTANT shall commence such correction or re-perform work at no cost to AUTHORITY immediately upon CONSULTANT’S discovery of any such error. AUTHORITY must report in writing to CONSULTANT any deficient Services within ninety (90) days of discovery by AUTHORITY.

ARTICLE 2: OBLIGATIONS OF THE AUTHORITY

- 2.1 The AUTHORITY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 2.2 The AUTHORITY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 2.3 The AUTHORITY shall give prompt written notice to the CONSULTANT whenever the AUTHORITY observes or otherwise becomes aware of any development that affects the

scope or liming of the CONSULTANT'S Services.

- 2.4 The AUTHORITY and the AUTHORITY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work. Failure of the AUTHORITY to report shall not relieve CONSULTANTS responsibility to provide services which are neither faulty nor inaccurate.
- 2.5 Unless otherwise agreed by the parties, CONSULTANT shall obtain, arrange, and pay for all advertisements for bids, permits, and licenses required by local, state, or federal authorities for CONSULTANT to perform the Services required by this Agreement.
- 2.6 Notwithstanding anything herein to the contrary, the AUTHORITY is not required under this Agreement to authorize CONSULTANT to perform any Services and nothing herein shall be construed as entitling CONSULTANT to any work under this Agreement except and to the extent such work is specifically authorized in writing by the AUTHORITY.
- 2.7 This Agreement is non-exclusive. AUTHORITY reserves the right, at its sole discretion, to contract with other firms for similar services, including services within the scope of this Agreement.

ARTICLE 3: OBLIGATIONS OF THE CONSULTANT

- 3.1 Standard of Care: The standard of care applicable to CONSULTANT'S Services shall be the degree of skill and diligence normally employed by [REDACTED] consultants performing the same or similar services at the time said services are performed and in the same or similar locality.

ARTICLE 4: PERIOD OF SERVICE

- 4.1 The Services called for hereunder shall be completed in accordance with the respective work schedules attached hereto.
- 4.2 The term of this Agreement shall be [REDACTED] years commencing on the date that it is last signed by a party (the "effective date"). If services are not complete within that term due to any lack of action or performance by the CONSULTANT, AUTHORITY's Board will review performance under this Agreement and consider approval of, at its sole discretion, an extension under the same terms and conditions contained herein during which the Agreement has remained in effect, for a term sufficient for the CONSULTANT to complete

the work. This paragraph shall have no effect on the termination rights under Article 8 or 28 herein.

- 4.3 The CONSULTANT shall give prompt written notice to the AUTHORITY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S Services.

ARTICLE 5: REIMBURSABLE EXPENSES DEFINED

- 5.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT'S subconsultants directly in connection with the Services, such as reasonable expenses for any out-of-state transportation; obtaining bids or proposals from contractor(s); reproduction of reports, drawings, specifications, and bidding Documents; and similar Services-related items. Food and telephone and facsimile costs shall not be reimbursable expenses. Expenses for transportation and lodging are allowed only as authorized in writing in advance and shall not exceed the rates approved by the State of Florida for its reimbursements to consultants.
- 5.2 The CONSULTANT shall be compensated by the AUTHORITY for Reimbursable Expenses when and as identified herein. The AUTHORITY'S responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to herein.

ARTICLE 6: PAYMENTS TO CONSULTANT

- 6.1 The AUTHORITY shall pay the CONSULTANT monthly for Services and Reimbursable Expenses on the basis of the rates set forth in Attachment C except for costs specifically described and itemized by a Task Description/Scope of Work and not already addressed by Attachment C.
- 6.2 The CONSULTANT shall submit monthly invoices to the AUTHORITY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Invoices shall describe the Services provided by CONSULTANT, each subconsultant, and any subcontractor for the period covered by the invoice. Further, invoices shall be itemized to show percentage (%) complete for what purposes and itemize all Reimbursable Expenses. All costs charged to the Services, including any approved services contributed by the Authority or others, shall be supported by properly executed documents evidencing in proper detail the nature and propriety of the charges sufficient for invoice approval by the airport and other government agencies providing funding for the services rendered. To the extent not included as part of invoices, CONSULTANT shall provide any such documentation to Authority upon request and shall maintain such documentation no less than three years after completion of the Services to which it relates. Payment

shall be made to the CONSULTANT within thirty (30) days following the later of AUTHORITY'S receipt of invoice or the receipt by the AUTHORITY of the necessary approval of any third-party governmental entities.

- 6.3 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the AUTHORITY shall pay the undisputed portion. The AUTHORITY shall exercise reasonableness in disputing any bill or portion thereof. No interest shall accrue on any disputed portion of the billing until mutually resolved.
- 6.4 If the AUTHORITY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 15 days written notice to the AUTHORITY, suspend Services under this Agreement until paid in full. In the event of such a suspension of services, the CONSULTANT shall have no liability to the AUTHORITY for delays or damages caused by the AUTHORITY because of such suspension. All delinquent unpaid undisputed billing shall accrue interest at the rate required by Florida law and if no such rate is provided, then at the rate of 2.5% per annum.

ARTICLE 7: AUTHORIZED REPRESENTATIVE

- 7.1 The AUTHORITY shall assign an Authorized Representative for Services under this Agreement. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the AUTHORITY'S Authorized Representative. The AUTHORITY'S Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S Services.
- 7.2 The CONSULTANT'S Authorized Representative and business address for Services under this Agreement is designated as follows:



The CONSULTANT'S Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT'S Authorized Representative.

- 7.3 The CONSULTANT'S Authorized Representative shall not be changed without the prior

written notice to and agreement of the AUTHORITY.

ARTICLE 8: TERMINATION

- 8.1 The AUTHORITY may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the AUTHORITY, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the AUTHORITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

AUTHORITY agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

AUTHORITY further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- 8.2 Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by AUTHORITY:** The AUTHORITY may in sole discretion follow the procedures provided by this Article or the Article 27 "Breach of Contract Terms" procedures. The AUTHORITY may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:

1. Perform the services within the time specified in this contract or by AUTHORITY approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Services;
- or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Services.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the AUTHORITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

AUTHORITY agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

AUTHORITY further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the AUTHORITY determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the AUTHORITY issued the termination for the convenience of the AUTHORITY.

b) Termination by CONSULTANT: The CONSULTANT may terminate this Agreement in whole or in part, if the AUTHORITY:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
3. Suspends the Services for more than 180 days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, AUTHORITY agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If AUTHORITY and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the AUTHORITY's breach of the contract.

In the event of termination due to AUTHORITY breach, the CONSULTANT is entitled to invoice AUTHORITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the

CONSULTANT through the effective date of termination action. AUTHORITY agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

ARTICLE 9: INDEMNIFICATION

- 9.1 To the maximum extent permitted by law. CONSULTANT shall indemnify, and hold harmless the AUTHORITY, its officers and employees, of any and all claims, actions, damages, penalties, fines, losses and costs, including but not limited to reasonable attorney's fees and environmental assessment and remediation costs not to exclude lab fees and fees of environmental consultants, to the extent caused by negligence, recklessness or intentional wrongful conduct of CONSULTANT or any person employed or utilized by CONSULTANT in the performance of the Services hereunder. The provisions of this Article shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise might be available to AUTHORITY.
- 9.2 To the maximum extent permitted by law, AUTHORITY shall indemnify, and hold harmless the CONSULTANT, its officers and employees, of any and all claims. actions, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent related to this Agreement and caused by negligence, recklessness or intentional wrongful conduct of AUTHORITY or its officers or employees. The provisions of this Article shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise might be available to CONSULTANT.
- 9.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the AUTHORITY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault.
- 9.4 Nothing in this Agreement shall be construed as a waiver or derogation of the AUTHORITY'S sovereign immunity.

ARTICLE 10: INSURANCE

- 10.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:
 - 13.1.1 Worker's Compensation and Employers Liability: Statutory
 - 13.1.2 Comprehensive General Liability:

| | | |
|--------|---|---------------------------|
| | Bodily Injury and Property Damage Combined | \$2,000,000 / \$2,000,000 |
| 13.1.3 | Automobile Liability | |
| | Bodily Injury and Property Damage Combined | \$1,000,000 / \$1,000,000 |
| 13.1.4 | Professional Liability Insurance (including error and omissions) | \$1,000,000 / \$1,000,000 |
| 10.2 | The duration of the CONSULTANT'S insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. If no such statutory requirement exists, CONSULTANT shall extend or obtain coverage for one year beyond the completions of the Services. Certificate(s) of insurance shall name the AUTHORITY as an additional insured under the CONSULTANT'S comprehensive general liability, automobile liability, and professional liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage. | |

ARTICLE 11: DISPUTE RESOLUTION, CONTROLLING LAW, AND VENUE

- 11.1 All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida. In the event of a dispute as the validity or interpretation of a provision of this Agreement or regarding performance under this Agreement, the AUTHORITY may require mediation of the dispute. If the AUTHORITY does not require mediation or mediation does not settle the dispute, the parties may commence litigate. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the state court of appropriate jurisdiction in the Fourteenth Judicial Circuit, in and for Bay County, Florida.
- 11.2 In the event a dispute shall arise under or about this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes, including any dispute regarding entitlement to or amount of costs, expenses, and fees.

ARTICLE 12: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the Services and with respect to all regulations affecting its business and the performance of the Services.

CONSULTANT shall obtain all applicable licenses and permits to conduct its business under this Agreement.

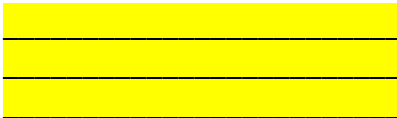
ARTICLE 13: SUCCESSORS AND ASSIGNS

- 13.1 This Agreement shall be binding upon the AUTHORITY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.

- 13.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the AUTHORITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the AUTHORITY and the CONSULTANT and not for the benefit of any other party. Neither the AUTHORITY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other.

ARTICLE 14: SUBCONSULTANTS

- 14.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT’S team:



- 14.2 The CONSULTANT shall have the right, with the AUTHORITY’S prior written consent, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT'S performance of the Services hereunder.

- 14.3 The CONSULTANT agrees, at the AUTHORITY'S written request (which may be made by the AUTHORITY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the AUTHORITY in writing.

ARTICLE 15: PRIVILEGED INFORMATION

- 15.1 The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the AUTHORITY'S prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant

pursuant to this Agreement.

- 15.2 Obligations of confidentiality expressed in Article 15.1 shall not apply to any information disclosed which:
- a) can be shown to be widely known and readily accessible to the public;
 - b) is required to be disclosed by Florida Public Records law, other applicable Federal or State law or judicial or administrative order; provided, however, that CONSULTANT shall give the AUTHORITY timely notice of such mandate prior to the submission of said confidential information, and provided further, that CONSULTANT shall reasonably cooperate with lawful efforts that the AGENCY might take to intervene in any such proceedings or to otherwise prevent such disclosure.

ARTICLE 16: CONTINGENCY FEES

The CONSULTANT and its subconsultants warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, attorney, lobbyist, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT's or any subconsultant's failure to identify any retention in violation of this paragraph shall void this Agreement ab initio.

ARTICLE 17: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard of care provided by Article 3

ARTICLE 18: FORCE MAJEURE

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or accidents beyond the control of the CONSULTANT. In any such event, the CONSULTANT'S contract price and schedule shall be equitably adjusted. The AUTHORITY is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or accidents beyond the control of the AUTHORITY.

ARTICLE 19: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the AUTHORITY's other contractors, subcontractors, vendors or their employees and agents.

ARTICLE 20: SHOP DRAWING REVIEW

- 21.1 As required, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 21.2 The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review.

ARTICLE 21: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 22: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the AUTHORITY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the AUTHORITY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

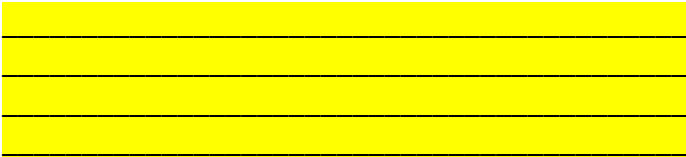
ARTICLE 23: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 24: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to AUTHORITY: Parker W. McClellan, Jr. A.A.E., Executive Director
 Panama City-Bay County Airport and Industrial District
 6300 West Bay Parkway, Box A
 Panama City Beach, FL 32409

If to CONSULTANT: 

ARTICLE 25: HEADINGS

The headings of the articles and sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such articles and sections.

ARTICLE 26: ENTIRE AGREEMENT

This Agreement together with Attachments A, B and C, constitute the entire and integrated Agreement between the AUTHORITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

ARTICLE 27: FEDERALLY REQUIRED PROVISIONS

27.1 **GENERAL CIVIL RIGHTS PROVISIONS.** The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONSULTANT and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

27.2 **CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS:** During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter in Section 27.3 referred to as the "contractor") agrees

as follows:

- 27.2.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 27.2.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 27.2.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 27.2.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AUTHORITY or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the AUTHORITY or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 27.2.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the AUTHORITY is authorized to and shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

27.2.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 27.1.1 through 27.1.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the AUTHORITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27.2 BREACH OF CONTRACT TERMS: Any violation or breach of terms of this contract on the part of the CONSULTANT or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

AUTHORITY will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. AUTHORITY reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the AUTHORITY elects to terminate the contract. The AUTHORITY’s notice will identify a specific date by which the CONSULTANT must correct the breach. AUTHORITY may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the AUTHORITY’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

27.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the CONSULTANT certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The CONSULTANT certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions,

solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

27.4 **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.

27.5 **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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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.

ARTICLE 28: PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PARKER MCCLELLAN AT (850) 763-6751, PMCCLELLAN@PCAIRPORT.COM, PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY BEACH, FL 32409.

CONSULTANT shall comply with public records laws, and specifically shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency 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 public records. All records stored electronically must be provided to the public agency, upon 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

**PANAMA CITY-BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

(SEAL)

By: _____
Its Chairman

Witness

Witness

(company)

(SEAL)

By: _____

Its: _____

Print Name: _____

Witness

Witness