

## STANDARD SOLICITATION TERMS & CONDITIONS

### Panama City–Bay County Airport and Industrial District (d/b/a Northwest Florida Beaches International Airport)

These Standard Solicitation Terms & Conditions ("Standard Terms") are intended to be incorporated into District solicitation packages (e.g., ITB, RFP, RFQ, ITN) and apply unless the solicitation documents expressly modify them. If a conflict exists, the solicitation-specific instructions control. In addition to these Standard Terms, Respondents should familiarize themselves with the District's Purchasing Policy, a copy of which can be obtained from the Contracts and Procurement Office.

#### 1. Definitions

**Bid/Proposal/Reply:** Materials submitted by Respondent in response to a request for bids, proposals, or quotes.

**District:** The Panama City–Bay County Airport and Industrial District (d/b/a Northwest Florida Beaches International Airport).

**Solicitation:** The procurement document(s) issued by the District (ITB/RFP/RFQ/ITN) together with all addenda and attachments.

**Respondent:** Any person or entity/vendor submitting a Bid/Proposal/Reply in response to a Solicitation.

**Responsive:** A response that materially complies with Solicitation requirements.

**Responsible:** A Respondent that is qualified and capable of performing the contract requirements and is otherwise eligible to contract with the District.

#### 2. Communications, Questions, and Addenda

All communications concerning a Solicitation must be directed to the Procurement Officer identified in the Solicitation. Respondents are responsible for reviewing the OpenBids (formerly DemandStar) and/or any other distribution method identified in the Solicitation for addenda and notices. Only written addenda issued by the District may change the Solicitation. Respondents may not rely on oral statements or interpretations.

#### 3. Cone of Silence

Except as set forth herein, Respondents or any subconsultants may not contact any District employee or representative, including any District Board member, regarding this RFP, the qualifications of any Respondent, the selection of any Respondent, or any other matters related to this RFP. Contact with any District official or District employee or representative for inquiries regarding this RFP or the meaning or interpretation of these specifications shall be grounds for disqualification. All communication must go through the Procurement and Contract Office only.

#### 4. Public Records and Confidentiality

By submitting a response to this solicitation, the vendor or Respondent(s) acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent(s) further acknowledges that any materials or documents provided to

the District may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the District with any materials which it believes, in good faith, contains information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase “Proprietary Information” on the face of each affected page of such material. The Respondent shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

## **5. Vendor Eligibility, Certifications, and Compliance**

By submitting a response, the Respondent represents that it is eligible to contract with the District and will comply with all applicable federal, state, and local laws and regulations.

- a. Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/RFP on a contract to provide any goods or services to a public entity, may not submit a proposal/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Respondent(s) certifies by submission of this RFP, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. E-Verify:** The successful Respondent and its subcontractors must use the federal E-Verify system as required by Florida law and the contract documents.
- c. Prohibited Interests:** The District may require disclosures regarding conflicts of interest and may reject responses that present an actual or apparent conflict that cannot be mitigated.
- d. Debarment/Suspension:** If federal funds are involved, the Respondent must not be debarred or suspended under 2 CFR part 180 and related regulations (as applicable).
- e. Notice regarding social, political, or ideological interests:** The District will not request documentation of, or consider, a Respondent’s social, political, or ideological interests when determining whether a Respondent is a responsible vendor, and will not give preference to a Respondent based on those interests.
- f. State of Florida Business registration:** Vendors must be registered to do business in the State of Florida before execution of a contract with the District.

## **6. Drug Free Workplace**

Any person submitting a proposal in response to this RFP must execute and enclose the “Drug-Free Workplace” form and submit it with their proposal. Failure to complete and submit this form may result in disqualification.

## **7. Submission Requirements (General)**

The Solicitation will specify the required format, content, due date/time, and delivery method. Late submissions may be rejected. The District is not responsible for delays caused by any delivery method, including mail, courier, or electronic systems. Respondents are responsible for including all required forms, certifications, and acknowledgments. The District may deem a response non-responsive if required information is missing. Respondents bear all costs associated with preparing and submitting a response, attending meetings, interviews, presentations, or negotiations.

## **7. Evaluation and Award (General)**

The District will evaluate responses in accordance with the criteria and process stated in the Solicitation. The District may: (a) request clarifications; (b) conduct discussions; (c) require interviews or presentations; (d) seek best-and-final offers (if authorized); and/or (e) negotiate with one or more Respondents, as permitted by the Solicitation. The District may reject any or all responses, waive minor irregularities, and/or cancel a Solicitation when it is in the District's best interest.

## **8. Protest / Grievance**

Any disagreement with the terms, conditions, and specifications contained in a solicitation must be addressed via an Addendum issued prior to Bid Submission. This is intended to provide the District with notice and an opportunity to cure any perceived defects in the solicitation itself. Any Bidder failing to object and provide an opportunity to cure to the District shall have waived that ground for protest after bid opening.

Within one business day of an award of a contract, a District employee will electronically notify a representative of each respondent of the award decision. Any person who is adversely affected by the District's decision or intended decision shall file with the District's Executive Director and District Attorney a notice of protest in writing within 72 hours after receipt of the notice of decision or intended decision. The notice shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative; the name and bid number of the solicitation; and a brief factual summary of the basis of the challenge.

If no such notice is received by the District, it may proceed to execute a contract to formalize the award decision. If the District receives notice of intent to challenge the decision, the District will stay the contracting process, unless the Executive Director determines that the contract must proceed without delay to protect the substantial interests of the District.

In the event of a challenge, the Executive Director, in consultation with the District's attorney and the Board Chair, shall decide whether to reverse or uphold the award decision or discard all bids. The District's decision on a challenge must be provided in writing to the challenger. Any party wishing to appeal the District's decision must file an appeal in Bay County Circuit Court within fourteen business days after the date of the written decision. The reviewing court will uphold the District's decision unless the court determines that the District did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the District or anyone acting on the District's behalf.

## **9. Contract Award and Execution**

A response does not create a contract. No binding contract exists until a written agreement is fully executed by the District and the successful Respondent (and approved by the District's Board when required). The District may require the successful Respondent to provide insurance

certificates, bonds (if applicable), licenses, permits, and other post-award submittals as a condition of contract execution.

#### **10. Federal Funding and FAA Requirements (When Applicable)**

The District is an AIP Sponsor and therefore all solicitations and resulting contracts will include all applicable federal requirements. Federal requirements include procurement standards under 2 CFR part 200 and contract provisions identified by the FAA for AIP-funded contracts or sponsors.

#### **11. Nondiscrimination and Title VI Notice**

The District is committed to compliance with all applicable civil rights and nondiscrimination requirements. When applicable (including when federal assistance is involved), the District will include the notices and contract clauses required by the FAA and/or the federal awarding agency, including Title VI of the Civil Rights Act of 1964 and implementing regulations. The District does not discriminate on the basis of race, color, national origin, sex, age, disability, or other protected status in programs or activities receiving federal financial assistance.

#### **12. Preferences and Local/State Requirements**

Where authorized and stated in the Solicitation, the District may apply the State of Florida's bid preference for Florida businesses (or other lawful preferences). If a preference applies, the Solicitation will describe the method of application.

#### **13. Preference to Florida Businesses**

Pursuant to the requirements of section 287.084(1)(a), F.S., if the lowest responsible and responsive Proposal is by a Respondent whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive Respondent having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Respondent has its principal place of business.

A Respondent whose principal place of business is outside this State must accompany its Proposal with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

#### **14. Title VI Solicitation Notice**

The 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 Respondents 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. The requirements of 49 CFR part 26 apply to the resulting contract. It is the policy of the District to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The District encourages participation by all Respondents qualifying under this solicitation, regardless of business size or ownership.

### **15. District Rights Reserved**

The District reserves the right to:

- a. reject any or all responses and to waive minor irregularities or technicalities;
- b. cancel the Solicitation, in whole or in part, when it is in the District's best interest;
- c. request clarifications, additional information, or updated submissions;
- d. verify information submitted and to investigate responsibility and past performance; and
- e. award in the manner described in the Solicitation, including award to a single Respondent or multiple Respondents.

**END OF STANDARD TERMS**



**NORTHWEST FLORIDA**  
**BEACHES INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS (RFP)**

**SOLICITATION NO. RFP-2026-03**

**FOR**

**AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, &  
MANAGEMENT SERVICES**

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT  
(ECP)**

**PANAMA DISTRICT – BAY COUNTY AIRPORT AND INDUSTRIAL  
DISTRICT 6300 WEST BAY PARKWAY, SUITE A  
PANAMA DISTRICT, FLORIDA 32409**

**PHONE: (850) 636-8950**

**[www.iflybeaches.com](http://www.iflybeaches.com)**

**June 2, 2026**

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**NOTICE TO RESPONDENTS**

The Panama City - Bay County Airport and Industrial District (District) is accepting sealed Proposals from qualified firms to operate, manage, maintain, administer, and support the Northwest Florida Beaches International Airport (Airport or ECP) fuel systems and related fuel facilities.

The proposal must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes. A mandatory Pre-Proposal meeting will be held **June 9, 2026, at 9:00AM CDT**, in the Conference Room on the first floor of the Terminal Building, past the rental car counters and baggage claim, to the left of the vending machines. Virtual attendance of this meeting is not available.

All proposals must be received no later than **July 7, 2026, at 1:30 PM CDT** at which time all Replies will be publicly opened and read.

The request for Proposal documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) or at the District's website at [www.iflybeaches.com](http://www.iflybeaches.com) starting on **June 2, 2026**.

- One original and three copies, along with a USB flash drive are to be delivered to the District at the address below. Any sealed proposal submitted must identify and clearly mark the solicitation number **RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES** on the package. Receipt of a proposal by any personnel other than the District's Contracts and Procurement Manager does not constitute "receipt" as required by this solicitation. The District's time stamp shall be conclusive as to the timeliness of receipt.

All submittals shall be sealed and delivered or mailed to:

**Gerri Lynn Faircloth**  
**Contracts and Procurement Manager**  
**Panama City – Bay County Airport and Industrial District**  
**6300 West Bay Parkway, Suite A**  
**Panama City, Florida 32409**  
**Email: [procurement@pcairport.com](mailto:procurement@pcairport.com)**  
**Phone: 850-636-8590**

The District's Standard Terms and Conditions are included with this solicitation and provisions applicable to the bidding process and selection to apply to this solicitation. Respondents must submit all questions, if any, in writing at least ten (10) business days prior to the opening date. If necessary, questions will be answered as addenda and will be issued to the Contract Documents and posted on the OpenBids (formerly DemandStar).

It is the sole responsibility of the Respondent to determine if any addenda have been issued. The due date for questions will be **12:00PM CDT (NOON) on June 12, 2026**. All questions regarding the solicitation documents shall be directed to **Gerri Lynn Faircloth, Contracts and Procurement Manager, via email: [procurement@pcairport.com](mailto:procurement@pcairport.com)**. Contact with any other District official or District employees for the purpose of inquiries regarding this solicitation or the meaning or interpretation of these specifications shall be grounds for disqualification.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**SOLICITATION TIMELINE:**

Listed below are specific and estimated dates and times of actions related to this RFP. The milestones with specific dates must be completed as indicated unless otherwise changed. If it is necessary to change any of the specific dates and times, an addendum to this RFP will be issued.

EVENT	TIME	DATE
Solicitation Release Date	N/A	June 2, 2026
Mandatory Pre-Proposal Conference	9:30AM CDT	June 9, 2026
Questions from Respondents to warrant a response/Addendum	12:00PM CDT	June 12, 2026
Final Addendum Release	4:00PM CDT	June 17, 2026
Proposals – Deadline & Opening	2:00PM CDT	July 7, 2026
Review Committee Ranking – Public Meeting	10:00AM CDT	July 17, 2026
Estimated Board Award	9:00AM CDT	July 22, 2026

The District reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect. Each Request for Proposals shall be valid to the City for a period of ninety (90) days after opening.

The District adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to the proposal opening by an individual with a disability upon notice 48 hours prior to the meeting. Please call Gerri Lynn Faircloth to request access.

In the event of any conflict between this RFP and the District's Standard Terms and Conditions, this RFP shall prevail. For more information on the District's purchasing policies and procedures, or to review the District's Procurement Policy, please visit the District's website at <https://www.iflybeaches.com/documents/3-8-procurement-policy>.

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RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**REQUEST FOR PROPOSALS**

- 1. INTRODUCTION:** The District requests proposals from qualified respondents with demonstrated experience to perform the maintenance, operations, and management services for all Airport fueling system needs at the District. The selected respondent will be responsible for the overall maintenance, operations and management of the District’s Fuel System, which includes, but is not limited to, joint-use aviation fuel storage and distribution facility, a rental car fueling facility, airport maintenance fueling facility, and various emergency generator fuel storage tanks.

Respondents must be registered to do business in Florida (or eligible to obtain such registration before contract execution), possess all required licenses, submit a complete proposal responsive to this RFP, and have at least five (5) years of relevant experience in the maintenance, operations, and management services of Airport fueling systems.

- 2. BACKGROUND:** The District is an independent special district with no taxing authority. It is governed by a seven-member Board of Directors appointed by the City of Panama City Beach, the City of Panama City, Bay County, and Walton County. The District operates Northwest Florida Beaches International Airport in accordance with applicable Federal Aviation Administration requirements, Florida law, and public procurement requirements.

The District generally meets monthly in publicly noticed meetings. Airport operations are funded through airport-generated revenues, including airline use, concessions, leases, parking, fuel sales, hangar leases, and other operating revenues. No ad valorem tax revenues are used in airport operations, development, or expansion.

The Airport is situated on approximately 4,000 acres and includes commercial air service, charter activity, general aviation facilities, two fixed base operators, hangars, maintenance and repair facilities, and an operating control tower. The airfield includes a 10,000-foot runway.

**Airport Traffic Information**

The table below summarizes total passenger activity reported in the staff draft. The District may update these informational figures by addendum before issuance.

<b>Year</b>	<b>Total Passengers</b>
2020	822,236
2021	1,598,492
2022	1,520,783
2023	1,660,479
2024	1,878,945
2025 (through September)	1,545,111

**Reservation of Rights**

**The District reserves the right to:**

- Accept or reject any and all proposals, in whole or in part.
- Conduct investigations of proposer qualifications and inspect proposer facilities or operations as deemed necessary.

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- Waive minor informalities or irregularities and request clarifications consistent with Florida law.
- Reject all proposals and resolicit if the District determines it is in its best interests to do so.
- Retain all proposals and use ideas presented in a proposal regardless of whether that proposal is selected.
- Negotiate final agreement terms, including business terms and operational provisions, with the selected proposer.

### **Point of Contact, Questions, and Cone of Silence**

The Procurement Officer identified in the Notice to Proposers is the sole point of contact for this solicitation. All questions must be submitted in writing by the deadline shown in the solicitation timeline. Respondents should include this RFP Number in the subject line of all question emails.

Except for written questions submitted through the Procurement Officer, Respondents and their representatives shall not contact District Board members, employees, or representatives regarding this RFP, the qualifications of any respondent, or the selection process. Unauthorized contact may result in disqualification.

### **Addenda**

Any interpretation, correction, or change to this RFP will be made only by written addendum issued by the District. Respondents are responsible for monitoring the District-approved posting site for addenda and must acknowledge all addenda in their proposal.

### **Confidentiality and Public Records**

The District is subject to Chapter 119, Florida Statutes. Materials submitted in response to this RFP may be public records. Any material a Respondent contends is exempt from disclosure must be clearly marked "Proprietary Information" on each affected page and accompanied by a redacted version suitable for public release. Failure to provide both a complete and a properly redacted copy may result in the submitted material being treated as a public record subject to disclosure.

### **Public Entity Crime; Debarment**

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide goods or services to a public entity and may not otherwise transact business with a public entity to the extent prohibited by section 287.133, Florida Statutes. By submitting a proposal, each Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

### **Proposal Costs; No Reimbursement**

The District has no express or implied obligation to reimburse any Respondent for costs incurred in preparing, submitting, or presenting a proposal, participating in interviews, or negotiating a contract.

### **Drug-Free Workplace**

Respondents must submit the Drug-Free Workplace certification included with this RFP with their proposal.

# RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

## **Responsible Vendor Determination**

Pursuant to section 287.05701, Florida Statutes, the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining whether the vendor is responsible.

## **Preference to Florida Businesses**

To the extent applicable, the District will apply the preference described in section 287.084, Florida Statutes. A Respondent whose principal place of business is outside Florida must include the attorney opinion described in that statute concerning any reciprocal preference in the Respondent's home state or political subdivision.

## **Applicable Laws and Title VI Notice**

Respondents shall comply with all applicable federal, state, and local laws and regulations, including nondiscrimination requirements. The District, in accordance with Title VI of the Civil Rights Act of 1964 and related authorities, will affirmatively ensure that no person is excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with this solicitation on the basis of race, color, national origin, sex, age, or disability. Applicable federal contract provisions are incorporated into this RFP.

## **Independent Contractor**

The selected Respondent will be an independent contractor and not an employee, servant, or agent of the District. Nothing in the resulting agreement will create a partnership, joint venture, or common enterprise between the parties.

## **Protest Procedure**

Any person adversely affected by the District's decision or intended decision shall file a notice of protest in writing with the Executive Director within seventy-two (72) hours after posting of the notice of decision or intended decision, excluding Saturdays, Sundays, and legal holidays. A formal written protest stating with particularity the facts and law upon which the protest is based shall be filed within ten (10) days after the notice of protest. Failure to timely file either document constitutes a waiver of proceedings.

## **Insurance Requirements**

Insurance requirements are contained in the Agreement and must be met by the successful Respondent. The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. Certificates of insurance must be furnished before contract execution or commencement of work, as applicable. Policies shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, reduction in coverage, or material modification.

## **Badging, Safety, and Security**

The selected Contractor, its employees, agents, invitees, and subcontractors must comply with all applicable Airport security rules and Transportation Security Administration requirements. Individuals requiring unescorted access to secured areas must obtain Airport identification badges, complete all required security training, pass any required security threat assessment, and pay all applicable fees. The selected Contractor is responsible for ensuring that all personnel

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

and vehicles operating on Airport property comply with Airport badging, escort, driver training, insurance, identification, and safety rules.

**Warranty and Quality of Work**

The selected Contractor warrants that all goods, services, installations, and maintenance activities will conform to the requirements of the contract documents, be fit for their intended purpose, and be performed in a good and workmanlike manner.

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RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

SCOPE OF SERVICES

The District intends for the Contractor to be responsible for the overall maintenance, operations and management of ECP's Fuel System, which includes, but is not limited to, joint-use aviation fuel storage and distribution facility, a rental car fueling facility, airport maintenance fueling facility, and various emergency generator fuel storage tanks. Duties associated with all fueling services shall include the management, maintenance, operations and administration services associated with the fuel systems and shall serve as the fuel system operators for the life of the contract. All labor, materials, supplies, equipment, and tools to maintain and operate the Fuel System and Fuel Facilities will be the responsibility of the Contractor.

Fuel System operations shall be provided for two (2) Fixed Base Operators (FBO) (Southern Sky and Sheltair), four (4) commercial airlines, (American, Delta, Southwest and United), seven (7) rental car companies (Alamo, Avis, Budget, Dollar/Thrifty, Enterprise, Hertz and National) and all District fueling needs.

Contractor will perform services and functions consistent with the terms and conditions of the Fuel Storage Contracts, allocating cost among the Aviation Fuel Users associated with the use of fuel systems and the services as described herein:

- Operations shall be in accordance with Federal Aviation Administration, Advisory Circulars, AC150/5230-4C Aircraft Fuel Storage, Handling and Dispensing as well as all applicable local, State of Florida and Federal Government laws, rules, and regulations;
- Prepare and maintain inventory and related records for fuel stored in the Fuel System.
- Coordinate among the Aviation Fuel Users and District all deliveries of all fuel types.
- Receive estimates and perform studies as requested by the District directly relating to the Fuel System, and to aid the District in evaluating the relative advantages and disadvantages of alternatives;
- Provide management and technical meetings for the ongoing operational efficiency of the Fuel Systems, this shall also include Aviation Fuel Users, Airport Tenants, subcontractors, agencies, and others;
- Schedule, monitor, receive and control deliveries, storage and withdrawals of Aviation Fuel in accordance with the terms and provisions of the Fuel Storage Contracts;
- Inspect Aviation Fuel delivered to the Fuel Farm, at a minimum, following the criteria or latest revision to the criteria specified below:

<b>Aviation Fuel Test</b>	<b>Limit</b>
Appearance	Clear and bright
Free of Water	15 Parts Per Million (PPM) Max
Millipore Color	# 3 Max Dry (3 Gallon Test)
Microsep	Minimum of 85 score
API Gravity	Min 37 – Max 51 (at 60°)

- Upon request, arrange exchanges of Aviation Fuel among the Aviation Fuel Users in accordance with Paragraph E of this Scope of Services;
- Maintain on a current basis complete and accurate books and records for the allocation among the Aviation Fuel Users for the Total Facilities Charge.
- Maintain on a current basis complete and accurate books and records (and make the same available for inspection by the District and the Aviation Fuel Users), and make reports to the District, in such form and detail as may be specified by the District, of

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

deliveries, storage, withdrawals, gains and losses of Fuel, expenses of the Fuel System, and revenue generated therefrom. Allocation of revenue, expenses; and related support records shall be prepared and provided to the District by the second business day of each calendar month, provide each Aviation Fuel User and the District, with a report of the total amount of all Aviation Fuel received, reporting the dispensed fuel from the Fuel Farm, and the Contractor records shall be reconciled to ensure records and reports data is accurately reflected;

- Comply with established United States Customs Bonded Fuel and FTZ Fuel procedures as applied to the movement of Bonded Fuel and FTZ Fuel through the Aviation Fuel Farm, if or when applicable;
- Maintain a general ledger, including journals, subsidiary ledger interface, software upgrades, account reconciliations and monthly/annual trial balance compilations;
- Maintain a fixed asset ledger, including reconciliations of construction-in-progress and transfers to capital accounts, in accordance with generally accepted accounting principles, and tax depreciation computations; prepare periodic reports required for insurance and tax purposes;
- Maintain an accounts receivable ledger, including receipts posting, cash application, past due correspondence and follow-up; and prepare past due aging summaries along with documentation and follow-up for bankrupt accounts;
- Invoice and collect charges from Aviation Fuel Users;
- If or when required, process accounts and notes payable, including preparation of note payment amortization schedules and checks; review documents, and prepare cost/capital account application for the timely payment of: leases, construction progress payments, taxes, management fees, rental payments, Debt Service payments, professional fees, customs broker fees and other miscellaneous payments; and if instructed by the District, reject all payment requests that are not appropriate or correct;
- Prepare and maintain complete and accurate records concerning Aviation Fuel storage and Aviation Fuel use by each Aviation Fuel User;
- Monitor Aviation Fuel allocations among Aviation Fuel Users;
- Prepare and submit statutory reports the District is required by federal, state, or local agency laws, ordinances or regulations in a timely manner and coordinate all tax and fee payments related to reports;
- Prepare monthly and annual State of Florida sales tax returns required by law, including research for various revenues/receipt tax applications;
- Coordinate insurance requirements entailing special cost analyses, coverage research and periodic procurement of insurance and appraisals as required by the District; assure that required insurance of the District is current and in compliance with this Agreement;
- Maintain a separate bank account to pay Aviation Fuel Farm expenses, the funds in which account shall not be commingled with other Contractor funds; manage cash and related controls which entail monthly reconciliations of bank accounts and maintain adequate balances, authorized signature cards and a cumulative record of cash sources and uses;
- If requested by the District, invest from time to time surplus Aviation Fuel Farm funds in an interest-bearing account designated solely for Aviation Fuel Farm purposes, to include the purchase of government securities and high-grade commercial paper as authorized by the District, provided, however, that such funds shall not be commingled with any Contractor funds. In the event this Agreement is terminated or comes to end of life, any remaining funds shall be paid to the District.
- Research, compile, analyze, and present, upon District request, special reports of current operations and financial matters for the Fuel System;

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- Research and resolve problems and respond to requests for information as reasonably requested from the District, Aviation Fuel Users, and other parties;
- Coordinate meeting arrangements, including the preparation of agendas and mailings, and take the minutes of any such meetings;
- Maintain statistics for the Fuel System;
- Assure that all persons are properly accessing and using the Fuel System and Farm with the established procedures and contractual obligations;
- Take actions necessary to control and mitigate the results of all releases or spills of Fuel or Hazardous Materials on, in, under or from the Fuel System for which the Aviation Fuel Users or the Contractor are at fault. With regard to such releases or spills are caused by, or due to an Aviation Fuel User, the Contractor shall, upon notice and request from the District or Aviation Fuel User, and payment for such services are satisfactorily established, remediate the release or spill for such Aviation Fuel User;
- Provide the District with notice of any events, conditions or circumstances relating to the Fuel System, as required in this Agreement, the Storage Contracts, and any other agreements referenced or contemplated herein;
- The Contractor shall procure and maintain ownership of the Unleaded Fuel in the Rental Car Facility and must maintain complete and accurate records of all fuel deliveries and/or dispensed from the Rental Car Facility. Detailed records shall be maintained with regards to the Unleaded Fuel pricing to which is sold to the rental car companies and/or other users of the Rental Car Facility. Prepare reports of current operations and financial matters relating to the Rental Car Facility and perform other duties as may be reasonably requested by the District;
- Provide maintenance, operation and inventory management for the District's Maintenance Facility Storage Tanks;
- Perform other administrative functions relating to the Fuel System as the District may reasonably authorize or request related to the scope.
- Prior to October 31st of each calendar year, the Contractor shall submit to the District for District approval, the Contractor's proposed budget and staffing plan (in accordance with the ATA standard budget format) for the Aviation Fuel Farm, including an identification of job positions, scope of duties, salary and wage levels. The Contractor shall provide personnel for the Aviation Fuel Farm in accordance with District approved staffing plan. Upon request of the District, the Contractor shall submit a revised budget for the Aviation Fuel Farm.

### **A. FACILITIES & FUEL INFORMATION**

The District shall provide the Contractor an operations building; this building includes office space and an adjoining maintenance garage to perform Services related to the Fuel Systems.

The District has multiple fuel storage facilities on Airport grounds. The Contractor shall operate, manage and maintain each of the facilities described in this section. The facilities vary in scope of services, types of fuel systems, and types of fuel stored, as detailed below.

#### Aviation Fuel Storage Facility (Fuel Farm)

The Fuel Farm stores aviation fuels as well as diesel and unleaded fuels for the airlines and fixed base operators (FBO). The Fuel Farm is equipped with the following:

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

QUANTITY	EQUIPMENT DESCRIPTION	CAPACITY	FUEL USER
4	Above Ground, Horizontal Jet-A Storage Tank	50,000 Gallon	Airline & FBO
4	Above Ground, Horizontal Aviation (AVGAS) Gasoline Storage Tank	15,000 Gallon	Airline & FBO
1	Above Ground, Horizontal Unleaded Gasoline Fuel Tank	1,000 Gallon	Airlines & FBO
1	Above Ground, Horizontal Diesel Fuel Tank	1,000 Gallon	N/A
2	Off-Loading Rack Positions	N/A	N/A
2	Loading Rack Positions	N/A	N/A
2	Fuel Dispensing Stations (Diesel & Unleaded Fuel)	N/A	Airlines & FBO
1	Fuel Intake Office	N/A	Contractor

The estimated quantities to be used during the current fiscal year (October 2025 – September 2026) is 321,000 gallons of Jet-A fuel and 12,000 gallons of AVGAS per month.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

Rental Car Fuel Storage Facility

The Contractor shall take ownership for the operations and maintenance of unleaded fuel inventory and negotiate Fuel Storage Contracts with the seven (7) rental car companies. The Rental Car Fuel Facility is equipped with the following:

RENTAL CAR FUEL FACILITY			
QUANTITY	EQUIPMENT DESCRIPTION	CAPACITY	FUEL USER
1	Above Ground, Horizontal Fuel Storage Tank	5,000 Gallon	Rental Car Companies
1	Above Ground, Horizontal Unleaded Fuel Storage Tank	15,000 Gallon	Rental Car Companies
5	Fuel Dispensing Stations	N/A	Rental Car Companies

In calendar year 2025, the Rental Car companies consumed 316,958 gallons of unleaded fuel.

District Fuel Facility

The District Maintenance Facility stores fuel that is used by District employees. The Contractor shall manage, operate, and maintain these fuel systems.

The District has eight (8) emergency generators that must contain fuel at all times. Fueling the generators will be the responsibility of the Contractor, however maintenance and services for the generators will be handled by the District. The Contractor shall coordinate with the maintenance department when the District is required to solicit the purchase of fuel. The District shall take ownership of the fuel upon delivery, Contractor shall not be responsible for the storage of the District’s fuel.

Fuel cost shall be in accordance with the Contractor’s fuel contract and/or in accordance with the U.S. Energy Information Administration suggested pricing on the date of fuel delivery.

The District Fuel Facility include the following equipment:

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

MAINTENANCE FACILITY & EMERGENCY GENERATORS			
QUANTITY	EQUIPMENT DESCRIPTION	CAPACITY	FUEL SYSTEM USAGE
1	Above Ground, Horizontal Unleaded Fuel Storage Tank	4,000 Gallon	District
1	Above Ground, Horizontal Fuel Storage Tank	4,000 Gallons	District
2	Fuel Dispensing Station	N/A	District
1	Terminal Emergency Backup Generator	1,500 Gallons	District
1	Airfield Lighting Vault Emergency Backup Generator	2,000 Gallons	District
1	Air Traffic Control Tower Emergency Backup Generator	750 Gallons	District
1	Fuel Farm Main Emergency Backup Generator	186 Gallons	District
1	Fuel Farm-Maintenance Emergency Backup Generator	87 Gallons	District
1	Fuel Farm-Rental Car Emergency Backup Generator	87 Gallons	District

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

1	Radio Tower Emergency Backup Generator	360 Gallons	District
1	Public Safety Building Emergency Backup Generator	4,000 Gallons	District

**B. STANDARDS**

The Contractor shall cause all present and future improvements, facilities, and additions thereto, constructed or installed by it, and all vehicles and equipment used by Contractor in performing its obligations hereunder to be kept and maintained in good, safe, and sanitary operating condition and repair. Contractor agrees that all maintenance and replacements shall be of quality at least equal to the original in materials and workmanship. If it is necessary for Contractor to disturb any paved area or any other property at the Airport, by excavation or otherwise for the purpose of making repairs, replacements, and alterations to the Fuel System or any part thereof, the Contractor shall obtain the District's prior written consent and all required permits, and the Contractor further agrees and obligates itself, at its sole cost and expense, to restore all such properties and paved areas excavated or otherwise disturbed to a condition at least as good as it was prior to such work.

**C. OPERATIONS**

The Contractor will adhere to the operational duties specified herein.

- Hours. The Contractor shall be responsible for its obligations contemplated herein at the Fuel System initially for 19 hours (5:00 a.m. to 12:00 midnight) per day, seven days per week, subject to adjustment, at the direction of the Director.
- Impartiality. The Contractor shall furnish Services impartially to each Aviation Fuel User and shall not favor any Aviation-Fuel User over any other Aviation Fuel User.
- Efficient Operation. The Contractor shall perform the Services contemplated herein in an efficient, prudent and economical manner and shall in good faith act to keep the Total Operating Cost to a minimum consistent with the level and type of service desired by the District.
- Employees of the Contractor. The Contractor is an independent contractor and its employees engaged in performing Services hereunder shall be considered employees of the Contractor for all purposes and shall under no circumstances be deemed to be employees of the District. The Contractor shall train, and retrain as necessary, its employees in accordance with training procedures to be developed on or before commencement of Services under this Agreement and approved by the District, and the Contractor shall maintain appropriate records to document such training and retraining. Neither the District nor any Aviation Fuel User shall have any right or responsibility to supervise or control any employee of the Contractor. Any complaint or request concerning the performance of Services by the Contractor shall be made by Aviation Fuel User to the

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

Contractor in writing with a copy to the Director. The Contractor's employees shall not display any insignia or name other than that of the Contractor.

- Relations with Workers. The Contractor assumes responsibility for establishing workable and satisfactory relations with its employees and any authorized employee representative representing the Contractor's personnel who are engaged in the performance of Services hereunder, including responsibility for labor negotiations, arbitrations and grievance hearings which may involve such personnel.

### D. FUEL USER ACCOUNTS

Fuel users and the Contractor shall enter into an agreement. The Agreement must follow the guidelines specified below. The Contractor shall have the draft Fuel Storage Contract reviewed and approved by the District. If any revisions are made to the Fuel Storage Contracts, the Contractor must submit to the District's Executive Director for review and approval before implementation.

- Working Capital Account. The Contractor will invoice each of the Aviation Fuel Users an amount equal to two (2) average months billing over the prior twelve (12) months. During the first year of operation the average will be based on estimates or actual billings for less than twelve (12) months. The funds will be placed in a separate interest-bearing account maintained by the Contractor and the account will be used by the Contractor to pay for the Total Operating Cost. After twelve (12) months and in each year thereafter, the Contractor will recalculate the average two months billing for each Aviation Fuel User and adjust the balance for each such Aviation Fuel User. The Contractor will invoice the Aviation Fuel Users for actual monthly operating expenses incurred within thirty (30) days after the end of the month the service was performed.
- Collection Expenses. All expenses (including attorneys' fees) incurred by the Contractor in collecting or attempting to collect delinquent accounts from an Aviation Fuel User shall be reimbursed by such Aviation Fuel User.
- Books, Records and Accounts of the Contractor.  
The Contractor must keep complete and accurate books, records and accounts from which it shall determine the cost to it of Services rendered hereunder and the fee payable therefor, the allocation of such cost and fee among the Aviation Fuel Users, the amount of any credits to be allocated among the Aviation Fuel Users and the allocation thereof. Upon request of the District, the Contractor shall employ a certified public accountant to carry out an examination of such books, records and accounts. The cost of any such requested services shall be part of the Total Facilities Charge hereunder. The books, records and accounts of the Contractor pertinent to this Agreement and any audit of the Contractor's books pursuant to the preceding sentence, shall, at all reasonable times, be accessible to and open for inspection, examination and audit by the District and each Aviation Fuel User and its authorized representatives. Subject to requirements of law, all books, records and accounts which have been audited may be disposed of five (5) years after the last of any such audit and, after providing notice to the District and upon the District's request, the District may take possession of such books, records and accounts.

The Contractor shall keep and maintain all records, documents and agreements pertaining to the Fuel System. The Contractor shall treat these documents as confidential information, and shall keep them in strict confidence and not disclose them to any third

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

party unless (i) they become publicly known or publicly available through no fault of the Contractor or (ii) disclosure is required pursuant to a court order or other legal process.

**E. ENVIRONMENTAL MATTERS**

- Environmental Compliance. The Contractor shall comply with all current and future federal, state and local laws, regulations, orders, procedures, guidelines, policies and directives relating to the environment or public or worker health and safety (hereinafter collectively referred to as "Environmental Laws") in connection with the performance of Services under this Agreement. Prior to performing any Services under this Agreement, the Contractor shall obtain all required licenses, permits, approvals and other authorizations and shall ensure that its employees possess all training required under the Environmental Laws to perform such Services. Without limiting the generality of its obligations to comply with applicable Environmental Laws as provided above, the Contractor shall comply with all Environmental Laws governing discharges to land and water, including, without limitation, compliance with the terms and conditions of any individual or the District National Pollutant Discharge Elimination System permits, general stormwater permits, site-specific Stormwater Pollution Prevention Plans, site-specific Facility Response Plans and Spill Prevention Control and Countermeasure Plans.
- Environmental Awareness. Disposal of Hazardous Materials. The Contractor shall conduct all Services under this Agreement in a prudent manner, taking all reasonable precautions to avoid environmental impacts, including, without limitation, unpermitted spills, leaks, releases or disposal of any Hazardous Materials. The Contractor shall not discharge or dispose of any Hazardous Materials, regardless of quantity or concentration, into or out of the Fuel System or associated or Airport stormwater and or sanitary sewer drains and plumbing facilities, except in accordance with applicable permits or other regulatory authorizations.
- Other Contractors. All consultants or subcontractors performing work under this Agreement on behalf of the Contractor which involves Hazardous Materials shall be qualified and licensed to undertake the applicable work. The District shall be notified of the retention of any consultants or subcontractors at least ten (10) business days prior to the commencement of any work by such consultants or subcontractors (except in an emergency, in which case the District shall be notified within one (1) business day after the selection of the consultants' subcontractors). All work shall be performed in a good, safe and workmanlike manner.
- Inspection of Information Requests. The District, and its agents and authorized representatives and consultants shall have the right to enter the premises of the Contractor governed by this Agreement at any reasonable time to confirm the Contractor's compliance with the provisions of this Article and review all permits, reports, plans and other documents regarding the use, handling, storage or disposal of Hazardous Materials or compliance with Environmental Laws. The Contractor shall also promptly provide information in response to requests for information regarding compliance with its obligations under this Article.
- Environmental Release. The Contractor shall immediately notify the District of any spills, leaks or other releases of Hazardous Materials associated with the Fuel System or otherwise related to the Contractor's actions under this Agreement. The Contractor shall

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

immediately provide the District with notice of any actual or alleged noncompliance with Environmental Laws associated with the Fuel System or otherwise related to the Contractor's actions under this Agreement and copies of any correspondence with any governmental agency or third party generated or received in connection with the Fuel System or otherwise related to the Contractor's actions under this Agreement that addresses, involves or elates to any of the Environmental Laws.

- Remediation Action. If any actions by the Contractor under this Agreement result or have resulted in a spill, leak or release of Hazardous Materials or otherwise fail to comply with applicable Environmental Laws, the Contractor shall immediately undertake appropriate actions to fully remediate any such spill, leak or release, or otherwise correct any instances of noncompliance, as required under all applicable Environmental Laws and to the satisfaction of the District. If the Contractor fails to timely perform all appropriate corrective measures, the District may, in its sole discretion, immediately enter upon the premises of the Contractor governed by this Agreement and undertake all actions deemed necessary by the District at the Contractor's sole cost and expense.
- Environmental Indemnity. In addition to all other indemnities provided in this Agreement, the Contractor agrees to further indemnify, defend and hold harmless the District and each of the Aviation Fuel Users (including their directors, officers, agents, servants and employees) from and against any and all claims, liabilities, damages, losses, penalties, fines and judgments, including costs and expenses incident thereto, which may be suffered by, accrued against, charged to, or recoverable from the District, any of the Aviation Fuel Users or any of them, arising out of or in any way connected with the failure of the Contractor or its officers, directors, employees or agents to comply with the Contractor's obligations under this Article, except to the extent caused by the negligent or willful acts or omissions of the District or any of the Aviation Fuel Users including their officers, directors, employees and agents, in connection with the Services performed by the Contractor under this Agreement. This provision shall survive the termination of this Agreement. Without limiting the foregoing, the Contractor shall pay the cost of any deductible amounts, insurance exclusions, disclaimers or uncovered liabilities or other damages resulting from the negligence or willful acts or omissions of the Contractor.

### **F. INVENTORY AND INVENTORY LOSS**

Contractor shall adhere to the provisions listed herein. The District shall request revisions or additions to the process for inventory and inventory loss if the need arises.

- Ownership of Fuel. The Aviation Fuel which is stored in and dispensed from the Aviation Fuel Farm for delivery to aircraft, shall at all times be and remain the property of the Aviation Fuel Users. Nothing contained in this Agreement shall affect the right of any Aviation Fuel User to select any Aviation Fuel supplier of its own choice for any Aviation Fuel; provided, however, such Aviation Fuel and products must meet or exceed the specifications established by the District.
- Commingling. The nature of the Aviation Fuel Farm requires commingling of the Aviation Fuel, except, as required, Bonded Fuel and FTZ Fuel shall be segregated from other Aviation Fuel in accordance with United States Customs and Border Protection rules and regulations regarding Bonded Fuel and FTZ Fuel storage.

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- Access to the Aviation Fuel Farm No Aviation Fuel User or other person will be entitled to deliver or cause to be delivered into the Aviation Fuel Facility Fuel in an amount greater than is authorized by its supplier or, if applicable, is stored by it or on its behalf in the Aviation Fuel Facility. Each Aviation Fuel User must deliver into the Aviation Fuel Farm a quantity of Aviation Fuel sufficient to meet at all times all of its withdrawals. If an Aviation Fuel User has at any time insufficient amounts of Aviation Fuel in the Aviation Fuel Farm to satisfy its withdrawals, arrangements must be made for delivery by an Aviation Fuel User with sufficient inventory in the Aviation Fuel Facility. The Aviation Fuel User is required to notify the Contractor of any such arrangements made and the Contractor must verify the arrangement with each party involved prior to transportation of the Aviation Fuel.
- Inventory Reconciliation.

The Contractor shall keep current, complete and accurate inventory records of all Fuel. Receipts into inventory and disbursements from inventory shall be recorded in net and/or gross gallons as directed by the District from time to time. At approximately the same time each day, the Contractor shall take inventory measurements of each storage facility and for each measurement so taken, the Contractor shall record the volume and the time of day such measurement was made. Each disbursement of Fuel shall be recorded in individual fueling tickets.

  - Using the above daily measurements, the Contractor shall monthly reconcile the physical inventory to the calculated inventory and present such reconciliation to the District. Such reconciliation shall explain to the satisfaction of the District the receipt and distribution of all Fuel, including all operating gains or losses of inventory.
  - The Contractor shall not permit any Aviation Fuel User to operate in a negative inventory position unless previous arrangements have been made among Aviation Fuel Users to exchange or borrow Aviation Fuel and evidence of such arrangements by Aviation Fuel Users has been previously documented to the Contractor by all parties involved in the exchange.
- Storage Fee. If an Aviation Fuel User has Aviation Fuel delivered into the Fuel Farm but has not thereafter withdrawn that Aviation Fuel from the Fuel Farm within thirty (30) days, then the Contractor will bill the Aviation Fuel User for a resident storage fee of \$0.02 per gallon per month until such Aviation Fuel is withdrawn.

### **G. ON CALL/EMERGENCY**

Contractor shall arrange, coordinate and schedule Personnel in such a manner to have Personnel available to immediately respond to conditions requiring immediate attention. In no event shall such response exceed one (1) hour.

### **H. AIRPORT COMPLAINTS AND DEFECT NOTICES**

Contractor shall notify District promptly of: (a) any notice of violation received by Contractor from a Governmental Agency; (b) any defect in the System known to Contractor; and (c) any fire or other damage to the System of which Contractor is aware. District agrees to notify Contractor of: (a) any complaints or any alleged default of Contractor in connection with Contractor's Services that are received by District including any notice of violation from a Governmental Agency; (b) any defect in the System known to District; and (c) any fire or other damage to the System of which District is aware.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**I. NOTICES OF CLAIM OF INJURY OR DAMAGE.**

Contractor shall notify District (any insurer of District upon District's request or any insurer of the Fuel System if required by the District) immediately following any incident related to the Fuel System. Such incidents shall include but will not be limited to any actual or alleged personal injury related to the System or any actual or alleged damage to the Fuel System or other property. Contractor shall promptly forward to District within a reasonable time after Contractor's receipt thereof, any summons, subpoena, or legal document served upon Contractor relating to actual or alleged potential liability of District or Contractor related to the Fuel System.

**J. WARRANTY REPAIRS**

In the event Personnel perform repairs covered under the warranty of the Fuel System, Contractor shall reflect to District on the monthly invoice the hours Personnel worked on these items at zero (0) dollars. For warranty parts, credits will be applied against monthly invoices thirty (30) days after remuneration is received by Contractor.

**K. VEHICLES**

Contractor will provide at no cost to District provide all vehicles for use by Contractor Personnel to provide all services under this Agreement. Vehicles are to be marked with Contractor's logo. The Contractor shall purchase and maintain a tank vehicle for the fueling of planes at the Contractors cost and will not a reimbursable cost.

**L. COMMUNICATION DEVICES.** Contractor will provide at no cost to District and maintain in good working condition, communication devices (radios) for use by Contractor Personnel to communication internally and with District's airport contacts. These devices will be compatible with District's available communication infrastructure.

**M. SYSTEM FAILURE.** In the event of a Fuel System failure that is the result of a cause other than negligence by Contractor, District will reimburse Contractor for the cost of any additional Personnel requested by District for Fuel System at the contract rates set forth in herein.

**N. PERFORMANCE MEASUREMENTS.** Contractor shall provide goods and services in accordance with the Performance Measurements as set forth in this Agreement. If District notifies Contractor in writing of any specific non-performance issue, Personnel and representative(s) from District will meet to discuss these issues, and Contractor will have three (3) calendar days to respond to DISTRICT in writing with a recommended cure. Contractor will then correct any non-performance issue within seven (7) calendar days contingent upon availability of parts. Should Contractor fail to attempt to correct such non-performance issue, Contractor's actions shall constitute a material breach.

**O. SAFETY**

In a mutual effort to minimize the possibility of accidents, Contractor and District agree to the following:

- Contractor equipment furnished under this Agreement will be designed, manufactured, and installed under the guidance of the appropriate ANSI/ASME Standards. The District will apply appropriate ANSI/ASME Standards as they incorporate user instructions into their operations, and will enforce these operating standards and instructions.
- If deemed necessary by District, District will assist with training of Contractor personnel.

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- Contractor will provide written instructions relating to the safe use of the equipment provided under this Agreement. These materials will include such items as manuals, safety instructions, posters, user instructions, etc. and Contractor must have copies available for

### **P. ACCESS**

During the term of the resulting contract, Respondent shall be granted the right of access to the Airport as necessary to fulfill the terms of the Agreement, if such right shall be exercised in such manner or to such extent as not to impede or interfere with the operation of the Airport or the rights of other tenants of the District.

### **Q. INSPECTION BY DISTRICT**

The District shall have the right at all reasonable times to enter any area of work being performed by the Contractor to inspect the work area as well as monitor performance. If any corrections are needed the District will provide written notice and the Contractor shall have ten (10) days to perform the requested repairs or the District shall make or cause to be made any repairs or perform, or cause to be performed, any maintenance it may consider necessary, and in such event, Contractor shall immediately reimburse the District for the costs incident to such repairs or maintenance, plus an amount equal to fifteen percent (15%) of such costs as an administrative fee. The exercise of such right, however, shall not be construed in any way as an undertaking by the District to perform repairs or maintenance which are the sole obligation of the Contractor.

### **R. REQUIREMENTS FOR EMPLOYMENT**

Contractor shall only hire individuals that meet the following:

- eighteen (18) years of age or older;
- United States citizens or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States;
- hold high school or equivalent degrees;
- have good oral communication and human relations skills;
- be in good mental and physical health (including correctable eyesight to 20/20, hearing, sense of smell, and mobility pertinent to perform job responsibilities); and
- must have the ability to effectively communicate in the English language.

### **S. GENERAL REQUIREMENTS**

The Contractor shall hire, pay, supervise and discharge all qualified personnel to perform operation and maintenance of the Fuel Systems. All personnel shall be direct reports to the Contractor and will in no way be considered an employee of the District.

- Contractor's personnel shall wear a uniform that is clearly marked with the Contractor's company name and name of individual, for easy identification. Uniforms must be clean, neat, free of holes and wear garments as it was intended to be worn.
- Contractor's personnel shall provide professional and friendly service, when personnel encounters District staff, Airport Tenants and Users. The District will not tolerate Contractor's personnel demeanor to be less than professional.
- Contractor agrees that upon request by the District, Contractor will remove from service Personnel who or which, is in the opinion of the District, displays improper conduct, is deemed not qualified or necessary to perform the work assigned or otherwise does not meet the requirements of this Agreement.
- Personnel shall never sleep during scheduled hours nor shall personnel be removed from areas of service unless personnel is on a break or it is that individuals lunch hour.

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- Contractor personnel shall allow District staff to assist at peak times and additional manpower would be vital to ensuring continuous Airport operations.

### **T. MANAGEMENT**

The Contractor shall appoint a general manager as the responsible member of the Contractors' staff that serve as the lead for the day to day operations, maintenance schedules, and supervision, direction and control of Contractor personnel. The Contractor's general manager is required to reside within thirty (30) miles of the Airport unless otherwise agreed to in advance by the District. When the general manager is not on duty, an employee that is qualified to handle the responsibilities of the general manager must be present. This person must have delegated authority to make decisions in the absence of the general manager.

### **U. REPORTS**

Contractor will provide the District periodic operations, maintenance and system status reports when requested by the District. The District will provide a timeframe for report submittals upon initial request.

The Contractor's general manager and the representative for the District will agree upon the final format and content for these reports prior to the start of the service agreement. Contractor will be able to provide system status and information only where it is available through the system controls and operating system.

### **V. ROUTINE MEETINGS**

Quarterly in person meetings will be held jointly between District and Contractor. District and Contractor will determine the agenda for the meetings which could include but not be limited to the following:

- Review current operations;
- Review issues pertaining to Contractor Personnel, including staffing levels and overall performance;
- Review Contractor service processes;
- Review housekeeping issues;
- Suggestions for Fuel System enhancements or related processes.
- Suggest areas for improvement;
- Training issues; and
- Health and safety issues.

At the end of each conference call or meeting, the Contractor will generate and update an action item list to be distributed and tracked between the District and the Contractor.

### **W. ADDITIONAL SERVICES**

A project is currently in the design phase for the expansion of the Fuel Farm which is anticipated to be completed during the term of this Agreement. The project goal is to expand the Jet-A fuel capacity by 100,000 gallons by installing two (2) 50,000 gallon, above ground tanks.

This project will provide for future growth of the fuel farm in which the District anticipates installing two (2) additional above ground tanks of 15,000-gallon capacity.

Any Services required by the Contractor beyond the Services described herein shall be compensated at a negotiated rate agreed upon by both the District and the Contractor.

## SUBMITTAL RESPONSES

### Format

Responses should be concise, well organized, and limited to information relevant to this solicitation. Unless otherwise authorized in the Notice to Proposers, proposals may be submitted electronically through the District-approved procurement portal or in hard copy in a sealed package. Emailed proposals will not be accepted.

- Proposals should be on 8-1/2 by 11 inch paper; larger sheets should be folded to that size.
- Proposals should be tabbed and organized in the order requested below. Three-ring binders are discouraged; comb binding or similarly manageable binding is preferred.
- The technical proposal should not exceed thirty (30) pages, excluding cover letter, resumes, audited financial statements, required forms, and the separate financial proposal.

### Mandatory Responsiveness Requirements

To be considered responsive, a Respondent must, at a minimum:

- Be registered to do business in Florida or certify that the required registration will be obtained before contract execution.
- Demonstrate at least five (5) years of experience providing comparable maintenance, operations, and management services for Airport fueling systems, with relevant work performed within the last ten (10) years.
- Demonstrate the ability to satisfy the insurance and security deposit requirements in this RFP.
- Submit all required forms, certifications, and attachments identified in this RFP.
- Submit a technical proposal and a separate financial proposal in the manner required by this RFP.

### Proposal Organization

The technical proposal should be organized using the following tabs:

**Cover Letter / Executive Summary:** A letter signed by an authorized representative identifying the Respondent, its principal contact, and its commitment to the proposal. This section shall include the name, address, telephone number and email address of the designated person to whom all correspondence should be directed.

**Tab 1 - Overview and Capability:** Corporate background, years in business, and a description of the entity or entities that will be financially responsible for the contract. Provide current Contractor service with the location, fuel storage, Inspection and Test Plan (ITP) Fueling Consortium, and years of services.

**Tab 2 - Organization and Key Personnel:** Organizational chart, local and principal office information, staffing plan, biographies or resumes of key personnel, subcontractor information, and replacement policies for key staff. Designate and identify the manger candidate who will be responsible for ECP's fuel system and why this candidate has been selected to serve in this role. Due to the critical nature of this position, the manager position is subject to the approval of the District.

**Tab 3 - Training Capabilities and Program.** Provide a detailed description and submit evidence of Respondent's training programs. Explain how employees will be recruited and continually trained to insure a high level of courtesy, motivation, safety, performance, and operational integrity of the Fuel System, quality assurance, scheduled, nonscheduled, and preventative maintenance programs.

## RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

**Tab 4 - Approach to Services:** Describe approach to transitioning the services, submit a business and operations plan for continuous Fuel System operation and management in compliance with the most current ATA-103 and applicable air carrier fuel manuals, outline procedures for major maintenance tasks and any needed subcontracted support, explain proposed procurement policies for materials, parts, and supplies, and identify any proposed technology or innovative ideas for implementation at ECP, subject to District approval.'

**Tab 5 - Environmental Management:** Provide evidence of qualified staff's training and experience in environmental compliance for Fuel System management, controls, remediation, and permitting; detail OSHA training and experience, including any current or prior HAZWOPER credentials; disclose any prior fines, penalties, or enforcement actions at other airports; identify proactive environmental compliance measures and resources you have provided at other airports to support airline fuel consortiums or fuel system owners; and explain any prior contractual relationships with expert professional services in fuel system engineering, environmental protection, remediation, or similar services, including the Respondent's in-house methods for supervising or monitoring those relationships.

**Tab 6 - Implementation and Operations Plan:** Implementation schedule, first-year action plan, maintenance procedures, reporting approach, proposed capital or display improvements, approval workflow, and local coordination plan.

**Tab 7 - Similar Engagements and References:** Descriptions of the most significant comparable engagements, with contact information for client references.

**Tab 8 - Financial Capacity:** Audited financial statements for the last two (2) fiscal years or other reliable evidence of financial capability reasonably satisfactory to the District.

**Tab 9 - Required Forms:** Completed mandatory forms and any additional certifications requested in this RFP.

**Tab 10 - Financial Proposal:** Completed Financial Proposal submitted in a separate sealed envelope or separate electronic upload clearly labeled as the financial proposal.

### Required Forms

All required must be completed and returned with the proposal. Failure to submit a required form may render the proposal nonresponsive unless waived by the District as a minor irregularity.

Form No.	Description
1	Certification of Mandatory Responsiveness
2	Entity Detail
3	Non-Collusion Affidavit
4	Certification Regarding Lobbying
5	Debarment Certification
6	Trade Restriction Certification
7	Acknowledgement of Addenda

## RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

8	Sworn Statement on Public Entity Crimes
9	Drug-Free Workplace

The District reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the District may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The District also reserves the right to check references from others not identified by the Proposer.

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**Form #1**

**CERTIFICATION OF MANDATORY RESPONSIVENESS**

Initial	Certification Statement
	The person submitting the proposal and its pricing certifies to being authorized by the Vendor to respond to this solicitation on the Vendor's behalf.
	The Vendor certifies that the Vendor is not on the Suspended Vendor List maintained pursuant to section 287.042(1)(a) F.S., and 287.1351 F.S., and neither the Vendor nor any supplier, subcontractor, nor consultant included in its Proposal are on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor.
	The Vendor certifies that the Vendor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
	The Vendor certifies that if awarded a contract, and prior to execution of a contract, it shall provide a PDF file of its current and active registration with the Florida Department of State, Division of Corporations, or, if exempt from registration, a statement to that effect noting the basis for the exemption. If Vendor is an out-of-state corporation, it certifies it will provide a Florida Certificate of Authority from the Florida Department of State, Division of Corporations prior to Contract execution. For more information visit the website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> .
	The Vendor certifies that the Vendor is in compliance with section 448.095(2)(a), F.S., and that within the last year (i.e., within the last 365 days), it has not had a contract terminated under section 448.095(2)(c), F.S., by a public employer, as defined by section 448.095(1)(i), F.S.
	The Vendor certifies the Vendor has provided all material requirements requested throughout the RFP documents.
	The Vendor certifies it has provided to the District a Financial Proposal on un-altered Financial Proposal form as provided.

In compliance with the above-mentioned certifications all terms of this Request for Proposals (RFP), the undersigned certifies that all information contained in the 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 District.

Signature of  
Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**Form #2**

**ENTITY DETAIL**

Provide all vendor details requested below, the authorized representative listed shall serve as the point of contact for the Procurement Officer for the duration of the procurement process.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT OR TYPE AUTHORIZED REPRESENTATIVE NAME

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
VENDOR ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
VENDOR TELEPHONE NUMBER

\_\_\_\_\_  
VENDOR FAX NUMBER

\_\_\_\_\_  
CONTACT EMAIL ADDRESS

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NO.

\_\_\_\_\_  
DUNS NO. *(if applicable)*

\_\_\_\_\_  
SCDOT DBE NAICS Codes *(if applicable)*

Form #3

NON-COLLUSION AFFIDAVIT

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 Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any BIDDER or person, to put in a sham Statement of Qualifications, 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 BIDDER or to fix any overhead, profit or cost element of said Submittal or of that of any other BIDDER 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 BIDDER has not, directly or indirectly submitted this Statement of Qualifications, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Respondent)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State: \_\_\_\_\_ County: \_\_\_\_\_

(Notary Public in and for)

My commission expires \_\_\_\_\_, 20\_\_.

NOTARY SEAL:

Notary Signature

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**Form #4**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Respondent, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT  
SERVICES

**Form #5**

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

By submitting a proposal under this solicitation, the Bidder 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 Bidder, 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. Inserting a clause or condition requiring that Bidder will check the System for Award Management website.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Is the covered transaction with the lower tier subcontract.

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 REPRESENTATIVE

\_\_\_\_\_  
DATE

*Remainder of page intentionally left blank.*

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**Form #6**

**TRADE RESTRICTION CERTIFICATION**  
(if applicable)

By submission of an offer, the Bidder certifies that with respect to this solicitation and any resultant contract, the Bidder -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. Bidders as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. Bidders as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. Bidders published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Bidder must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. Bidders published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a Bidder from a foreign country included on the list of countries that discriminate against U.S. Bidders as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**Form #7**

**ACKNOWLEDGEMENT OF ADDENDA**

Bidder 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:

\_\_\_\_\_

*Remainder of page intentionally left blank.*

**Form #8**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name and entity submitting sworn statement)

whose business address is \_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: \_\_\_\_\_.

2. I understand that a "Public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are actively in management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are actively in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

*I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in section 287.017, Florida Statutes for category two of any change in the information contained in this form.*

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_.

Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*Remainder of page intentionally left blank.*

**DRUG FREE WORKPLACE**

Pursuant to the Drug-Free Workplace Act of 1988, the Firm attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## EVALUATION AND AWARD

### 1. Evaluation Overview

Proposals will be evaluated in two stages. First, the Procurement Officer will review proposals for mandatory responsiveness. Second, responsive proposals will be evaluated by an Evaluation Committee designated by the District using the criteria and point allocations stated below. The District may request clarifications, conduct reference checks, and invite selected Respondents to oral presentations or discussions before making a recommendation to the Board.

### 2. Mandatory Elements

- The Respondent followed the proposal preparation and submission instructions.
- The Respondent provided sufficient information to demonstrate relevant experience and capability.
- The Respondent executed and submitted all required forms and certifications.
- The Respondent submitted both a technical proposal and a separate financial proposal.

### 3. Technical Evaluation Criteria

Evaluation Criterion	Maximum Points
Tab 1 - Overview and Capability	5
Tab 2 - Organization and Key Personnel	5
Tab 3 - Training Capabilities and Program	5
Tab 4 - Approach to Services	10
Tab 5- Environmental Management	5
Tab 6 - Implementation and Operations Plan	20
Tab 7- Similar Engagements and References	10
Tab 8 - Financial Capacity	5
Financial Proposal	35
<b>Total</b>	<b>100</b>

### 4. Financial Proposal Scoring

The Respondent submitting the lowest total cost will receive the maximum points for the cost element of the evaluation. The other Respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The price points will be determined in accordance with the following formula:

Lowest Price – A

Respondent's Price – B

Total Possible Points for Price – C

Points Earned by Respondent – D

$$\frac{A}{B} \times C = D$$

### 5. Oral Presentations and Recommendation

The Committee may select Respondents for oral presentations, interviews, or discussions. The purpose of any such meeting will be to clarify proposals, explore program concepts, and assist

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

the District in making a recommendation. There will be no scoring for individual presentations or interviews.

**6. Award and Post-Award Documents**

The Respondent with the highest score will be recommended to the Board of Directors for award. Final award, if any, shall be made by the Board of Directors. The selected Respondent will be required to execute the agreement herein and furnish all required insurance documents, security instruments, and other post-award documentation within the time required by the District. Nothing in the notice of intended award or negotiations creates a binding contract until the final agreement is fully executed by all required parties.

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RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**FINANCIAL PROPOSAL FORM**

TO: Northwest Florida Beaches International Airport

SUBMITTED ON: \_\_\_\_\_, 2026.

RESPONDENT NAME: \_\_\_\_\_

Having reviewed the RFP, the proposed scope of services, and the agreement, the undersigned offers the following financial proposal for Airport Fuel System Maintenance, Operations, and Management Services. The financial proposal shall remain firm for at least ninety (90) days after the proposal opening unless a longer period is stated in the proposal.

Description	Financial Response
Year 1	\$
Year 2:	\$
Year 3:	\$
Renewal Year 1:	\$
Renewal Year 2:	\$
<b>TOTAL:</b>	\$

The Undersigned Respondent proposes and agrees, if this bid is accepted, to enter an agreement with the District to complete all work as specified or indicated in this Bid and in accordance with the Agreement.

By submission of this proposal, Respondent certifies that this reply has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this response with any other Vendor or with any other competitor.

**RESPONDENT:**

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name of Resposdent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

[END OF FINANCIAL PROPOSAL FORM]

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES AGREEMENT**

This Airport Fuel System Maintenance, Operations, and Management Services Agreement (the "Agreement") is made by and between the Panama City-Bay County Airport and Industrial District d/b/a Northwest Florida Beaches International Airport (the "District") and \_\_\_\_\_ (the "Contractor").

**1. Definitions.**

**Agreement:** Consists of this document and the Scope of Services. The Agreement represents the entire and integrated contract between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified with consent from both parties.

**Airport:** Means the Northwest Florida Beaches International Airport, located in Bay County, Florida.

**ATA:** Means the Air Transport Association that established the 100 Chapters for aircraft documentation procedures.

**Aviation Fuel:** Means (i) kerosene-based jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) and any other quality specifications established by the District from time to time; and (ii) 100 low-lead aviation gasoline meeting the specifications of ASTM D910 (latest revision).

**Aviation Fuel Farm:** means the fuel storage facility at the Airport containing storage tanks and other equipment for the dispensing of fuel. The Contractor will purchase all unleaded fuel and diesel fuel stored in and dispensed from the Aviation Fuel Farm.

**Aviation Fuel Users:** means those persons that have entered into a Fuel Storage Contract with the District for the receipt and handling of Aviation Fuel.

**Bonded Fuel:** means that (i) is produced outside the United States of America or in a foreign trade zone, that remains segregated to the extent required by the United States Customs and Border Protection or other applicable laws; and (ii) is boarded on aircraft in the conduct of foreign trade and otherwise meets the requirements and definitions as determined and regulated by United States Customs and Border Patrol.

**Debt Service:** is the amount of debt services attributable to the capital cost for the Aviation Fuel Farm, from time to time.

**Contractor:** means the qualified, experienced and financially solvent and duly licensed agent selected by the District to operate and maintain the Fuel System pursuant to the terms and conditions of this Agreement.

**Diesel Fuel:** means taxable diesel fuel used for over-the-road purposes.

**Director:** means the Executive Director of the Northwest Florida Beaches International Airport

**Fuel:** means, collectively, Aviation Fuel, Unleaded Fuel, Diesel Fuel and any other petroleum products stored in the Fuel System.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

**FTZ Fuel:** means jet fuel in privileged or non-privileged foreign status as defined in U.S. Customs and Border Protection regulations, 19 C.F.R. 146.41 and 146.42.

**Fuel Storage Contracts:** means contracts between the District and the Aviation Fuel Users for the Storage of Aviation Fuel at the Fuel Farm.

**Fuel System:** means, collectively, the Aviation Fuel Farm, Rental Car Fuel Facility, Maintenance Fuel Facility and Emergency Generator Fuel Storage Tanks.

**Gallorage:** means the total number of Gallons of Aviation Fuel delivered into the Fuel Farm during the relevant period by the Relevant Fuel Users as a Group. The Gallorage of each Aviation Fuel User shall be the total of all Aviation Fuel delivered to the Fuel Farm for the benefit of the Fuel Users.

**Hazardous Materials:** means any waste other substance that is listed, defined, designated, or classified as otherwise determined to be hazardous, radioactive, or toxic as pollutant or a contaminant under or pursuant to Environmental Laws or any other federal, state or local law, regulations or order, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes thereof and asbestos-containing materials, or other waste or substance posing a threat to human health or the environment.

**Maintenance Fuel Facility:** means the fuel tanks and related facilities and equipment for the storage of unleaded and diesel fuel for the District owned equipment and vehicles.

**Rental Car Fuel Facility:** means the fuel tanks and related facilities and equipment at the Airport for the storage of unleaded fuel for rental car usage.

**Services:** Means the obligations/work to be performed by the Contractor during the term of the Agreement.

**Total Facility Charge:** is the sum of all charges, fees, costs and expenses incurred under the contracts and agreements relating to the acquisition, development financing, maintenance, operation, management of the Aviation Fuel Farm by Aviation Fuel Users. The Total Facilities charge shall be invoiced to the Aviation Fuel Users by the Contractor as provided in Section 6 of this Agreement.

**Total Operating Cost:** means the Contractor's Total Operating Cost as defined in this Agreement or as otherwise determined by the District.

**Unleaded Fuel:** means unleaded motor vehicle gasoline.

## 2. Exhibits.

The following Exhibits are attached to this Agreement and reference thereto are incorporated herein:

- Exhibit I – Scope of Services
  - Exhibit I-A: Sample Spare Parts List
  - Exhibit I-B: Operator Personnel Schedule

# RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

- Exhibit I-C: Baggage Makeup Drawings

### **3. Scope**

The District engages the Contractor, on a non-exclusive basis and subject to the terms of this Agreement, to provide maintenance, operations, management, administration, coordination, reporting, and related support services for the Airport Fuel System at Northwest Florida Beaches International Airport. The Fuel System includes, without limitation, the Aviation Fuel Farm, Rental Car Fuel Facility, Maintenance Fuel Facility, emergency generator fuel storage tanks, and associated equipment, controls, and related facilities.

The Contractor shall provide the services in accordance with the Scope of Work listed in Request for Proposals RFP-2026-03 (the "Bid"), including applicable operating, testing, inspection, safety, environmental, and reporting obligations.

### **4. Contract Documents**

The contract documents consist of this Agreement, the RFP and all addenda, the Contractor's proposal to the extent accepted by the District, any approved rate card or implementation schedule, and all exhibits and attachments incorporated into this Agreement. In the event of a conflict, the order of precedence shall be: (a) this Agreement and its exhibits; (b) addenda; (c) the RFP; and (d) the Contractor's proposal.

### **5. Term and Termination**

Unless terminated sooner, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the date of award when the last party executes this agreement and be valid for a period of three (3) years, with automatic renewals of two, one-year periods thereafter.

The Agreement may be terminated by the District for cause in the event of any breach hereof. Notwithstanding any other provision, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advance written notice to Contractor. Upon receipt of notice, Contractor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors. Contractor shall be entitled to its normal compensation under this Agreement through the effective date of termination.

### **6. Compensation**

The District shall pay the Contractor the annual management fees set forth in the accepted Financial Proposal attached hereto, payable in twelve (12) equal monthly installments.

The Contractor shall invoice the District by the 10th of each month, and payment shall be rendered within thirty (30) days after receipt of a correct invoice. All invoices shall reference the Agreement number and be submitted to the District's Accounts Payable contact designated by the District.

The annual management fees shall be inclusive of all costs incurred by Contractor. Under no circumstances will Contractor be entitled to compensation above the annual management fees.

**7. Financial Reporting; Books and Records; Audit**

The Contractor shall maintain complete and accurate books and records relating to Fuel System operations, expenses, allocations, receipts, deliveries, withdrawals, gains, losses, fuel inventory, invoicing, and all amounts billed or collected in connection with the Fuel System. The Contractor shall retain such records for at least five (5) years after the last audit relating to such records, unless a longer period is required by law or this Agreement.

The District and, where applicable, Aviation Fuel Users and authorized representatives shall have access to such books and records at reasonable times for inspection, examination, and audit. The Contractor shall provide recurring reports in the form and frequency required by the District, including monthly allocations and support records by the second business day of each calendar month.

**8. Fuel User Accounts; Working Capital; Financial Administration**

The Contractor shall administer Fuel Storage Contracts and fuel user accounts in accordance with the Bid and this Agreement. The Contractor shall invoice each Aviation Fuel User for working capital and for actual monthly operating expenses as required by the Fuel Storage Contracts and shall maintain a separate account for Fuel Farm expenses that is not commingled with other Contractor funds.

The Contractor shall maintain the required general ledger, fixed asset ledger, accounts receivable records, bank reconciliations, financial controls, and related financial reporting; invoice and collect charges from Aviation Fuel Users; and prepare statutory tax and financial reports required by applicable law or requested by the District.

The amount payable by the Aviation Fuel Users for the Total Facilities Charge shall be allocated among the Aviation Fuel Users according to the following sharing formula: 100% of Total Facilities Charge for each month will be allocated pro rata based on the proportion that each Aviation Fuel Users Gallonage for that month bears to the total Gallonage for the month.

**9. Fuel System Operations; Facilities; District Approval**

The Contractor shall operate, manage, and maintain each Fuel System facility, including the Aviation Fuel Farm, Rental Car Fuel Facility, Maintenance Fuel Facility, and emergency generator fuel systems. The District may designate additional or modified facilities, equipment, or operational requirements from time to time.

All significant modifications to the Fuel System, major repairs affecting Airport facilities, excavations, or work requiring permits shall be subject to the District's prior written approval except in emergencies where immediate action is reasonably required to protect safety or operations.

**10. Maintenance, Standards, Utilities, Vehicles, and Communication Devices**

The Contractor shall bear all costs of operating, staffing, maintaining, repairing, replacing, and servicing the Fuel System and related equipment to the extent assigned to Contractor under the Bid and this Agreement. All improvements, vehicles, equipment, and facilities used by Contractor shall be maintained in good, safe, sanitary, and operable condition, and all replacement work shall be of quality at least equal to the original in materials and workmanship.

## RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

Contractor shall provide, at no cost to the District unless otherwise expressly stated, all vehicles, tools, supplies, communication devices, radios, and other equipment needed for Contractor personnel to perform the services. Vehicles shall be marked with Contractor's logo and all communication devices shall be compatible with the District's available communication infrastructure.

### **11. Insurance and Indemnification**

Contractor shall maintain the following insurance required by the RFP and provide certificates of insurance naming the District as an additional insured on liability policies. Prior to commencing any work, notwithstanding the provisions of any Notice of Award or Intent to Award issued by the District, Contractor shall furnish to the District such certificates of coverage and certified copies of policies. Policies shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, reduction in coverage, or material modification.

Airline Liability Insurance/Commercial General Liability shall be secured and maintained by the Respondent for the life of this Agreement. The District and all Aviation Fuel Users shall be named as an additional insured on all such policies. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual Liability, Products and Completed Operations Coverage, and Terrorism. Coverage shall be applicable to the operation of all owned, nonowner, leased, hired, licensed, and unlicensed motor vehicles and ground equipment operating within the Aircraft Operations Area ("AOA") at the Airport. The limits of coverage shall not be less than:

- Bodily & Personal Injury & Property Damage Liability \$1,000,000 Combined Single Limit Each Occurrence & Aggregate.
- Sub-limits to be provided through the Airline Liability or separate policy as follows:
- Motor Vehicle Liability Coverage - to cover all licensed and unlicensed motor vehicles and ground equipment owned, non-owned, or hired by the District and/or Contractor, which are operated in the AOA. This coverage will be in an amount not less than \$5,000,000 per person and \$5,000,000 per occurrence.
- Terrorism or War, Risk, and Allied Perils (to the extent available from, or subsidized by, the federal government) - in an amount not less than \$50,000,000.

Business Automobile Liability shall be maintained by Contractor during the Term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The limits of coverage shall not be less than:

- Bodily and Personal Injury \$5,000,000 Combined Single Limit Each Occurrence & Aggregate

Environmental Impairment Liability shall be maintained for Bodily Injury, Property Damage and Clean Up Costs. The District and all Aviation Fuel Users shall be named as additional insureds on this policy. The limits of coverage shall not be less than

- \$4,000,000 per claim; and
- \$8,000,000 aggregate subject to a deductible/SIR of \$100,000 per claim.

Umbrella Liability Insurance may be used to reach the limits of liability as specified in this section.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

Property Insurance shall be maintained during the life of the contract for limits of not less than one hundred percent (100%) of full replacement value of fuel systems for all perils special causes of loss.

Crime / Fidelity / Employee Dishonesty not less than \$1,000,000 per occurrence.

Cyber Liability / Privacy Liability not less than \$1,000,000 each claim or event; \$2,000,000 aggregate.

Regardless of the coverage provided by any insurance, the successful Contractor shall indemnify, save harmless and defend the District, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant Agreement.

If any third-party claim is made against the District that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the District shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

**12. Compliance with Law; Nondiscrimination; Security**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, permit requirements, TSA and Airport security requirements, and all applicable nondiscrimination obligations. The Contractor shall ensure that all personnel and subcontractors who require Airport access obtain required badges, training, and approvals.

Contractor, and its invitees, employees, suppliers, and agents must abide by all applicable security regulations of the District and the Transportation Security Administration (TSA). Any of persons who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the District's Police Department. At the time the application is made, the Respondents responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$25 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$100 fee. Any persons who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle shall be driven on the Airport without the driver possessing a valid State issued Contractor's license. No vehicle shall be driven on the Airport without proper identification (company logo or Airport decal), proper safety marking and proper insurance coverage. All drivers must comply with Airport procedures. No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000. Details and form are available on the Airport's website at [www.iflybeaches.com](http://www.iflybeaches.com), then "Airport Business", then "Badging".

**13. Assignment and Subcontracting**

The Contractor shall not assign, transfer, mortgage, encumber, sublet, or otherwise convey any interest in this Agreement without the prior written consent of the District. Unauthorized assignment or transfer is void and constitutes a default.

**14. Default and Remedies**

If the Contractor fails to perform any obligation under the Agreement, the District will provide seven days written notice and an opportunity to cure within the period stated in the notice. If the default is not cured, the District may exercise any remedies available at law or in equity, including termination, self-help, draw on the security deposit, recovery of unpaid amounts, or pursuit of damages. The District's remedies are cumulative.

**15. Force Majeure**

Neither Party shall be liable for losses, delays, failure, errors, interruption or loss of data occurring directly or indirectly by reason of circumstances beyond its reasonable control, including, without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster); action or inaction of civil or military authority; acts of foreign enemies; war; terrorism; riot; insurrection; sabotage; epidemics; labor disputes; civil commotion; or interruption, loss or malfunction of utilities, transportation, computer or communications capabilities, and the other Party shall have no right to terminate this Agreement in such circumstances.

**16. Notices**

All notices required under the Agreement shall be in writing and delivered by personal delivery, recognized overnight courier, or certified mail to the addresses designated by the parties below:

If to District:

Attn: Parker McClellan, Executive Director  
Panama City - Bay County Airport and Industrial District  
d.b.a. Northwest Florida Beaches International Airport  
6300 West Bay Parkway, Box A  
Panama City, Florida 32409

If to Contractor:

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**17. Public Records**

The District is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that the Contractor is acting on behalf of the District as provided under Section 119.011 (2) agrees to also comply with that law, specifically including to:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the District to perform the service.
- ii. Upon request of the District, provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the District with a copy of the requested records.
- iii. 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 Firm does not transfer the records to the District.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-636-8950, PMCCLELLAN@PCAIRPORT.COM, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY, FL 32409.**

**18. Governing Law and Venue**

This Agreement shall be governed by Florida law. Exclusive venue for any action arising out of this Agreement shall lie in the state courts of the Fourteenth Judicial Circuit in and for Bay County, Florida. In the event of any litigation hereunder, the non-prevailing party shall be required to pay the prevailing party’s attorney’s fees and court costs at all trial and appellate levels and at any mediation or arbitration.

**19. Miscellaneous**

This Agreement may be amended only in a writing signed by both parties. No waiver of any provision is effective unless in writing. If any provision is held invalid, the remainder shall remain in effect. The Contractor is an independent contractor and not an employee or agent of the District.

The Contractor shall comply with all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall protect and indemnify the District and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

**20. Entire Agreement**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

- Notice to Proposers
- Request for Proposals
- Scope of Work
- Bidder's Proposal
- Terms and Conditions
- Notice of Award
- Agreement
- Any Additional Exhibits or Appendixes
- Form #1 – Respondent Certifications
- Form #2 – Non-Collusion Affidavit
- Form #3 – Anti-Lobbying Certification
- Form #4 – Certification Regarding Debarment
- Form #5 – Trade Restriction Certification
- Form #6 – Acknowledgement of Addenda (return regardless if none are issued)
- Form #7 – Sworn Statement Pursuant to 287.133 (3)(A) F.S. on Public Entity Crimes
- Form #8 - Drug Free Workplace
- Form #9 – Affidavit Regarding Coercion of Labor, Countries of Foreign Concern and E- Verify

ADDENDA (S)

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

**21. Warranty**

Subject to this Agreement, Contractor warrants that the goods and services provided by Contractor to District under this Agreement will be free from defects in material and workmanship for one (1) year (hereinafter referred to as the “warranty period”). The Contractor shall cause goods and services provided by third party suppliers to include the standard warranty provided by the third-party supplier, and the Contractor shall immediately assign such warranty to District upon receipt thereof. In the event the Contractor is no longer the service provider, then Contractor’s standard parts warranty shall be applicable.

Notwithstanding where completion of repairs or maintenance is completed a third party, the warranty period will commence with shipment of the goods. Contractor’s obligation to District under Agreement is limited to repairing or replacing, at Contractor’s option f.o.b. manufacturing plant, any part of the goods found to be defective within the warranty period. If the part is repaired instead of replaced, then the warranty terms apply.

During the warranty period, Contractor shall replace or repair faulty or defective goods and re-perform faulty, defective, insufficient or inadequate services. This warranty period obligation by Contractor is conditioned upon receipt by Contractor of written notice of the claimed defect from district within thirty (30) days of district’s discovery of the faulty or defective goods or the insufficient or inadequate services, including a description of such goods or services. In the event of a claim for faulty or defective goods, Contractor shall have the right to inspect such goods at district’s facility.

Except in cases where in parts were installed associated with Contractor’s faulty or defective goods or insufficient or inadequate services as provided, the warranty obligation does not extend to: (a) costs of labor or other charges incurred in removing or reinstalling parts; and (b) replacement or repair of goods damaged by district’s misuse, abuse, neglect or accident or to goods which have been improperly applied, installed, adjusted, operated, maintained, repaired or altered by District.

If Contractor fails to respond to its warranty obligations under this Agreement within a reasonable time (four (4) hours if it is considered an emergency situation resulting in the system being inoperable), Contractor shall be liable to District for: (a) the costs incurred by District for the repair or replacement of goods or re-performance of services by a third party hired by District; and/or (b) that part of the purchase price of the faulty or defective goods that shall have been paid by District; provided, however, that District shall not obtain repair or replacement of goods or re-performance of services by a third party without giving Contractor prior written notice, during which time Contractor may repair or replace the goods or re-perform the services.

**22. Required Federal, Title VI and Nondiscrimination Provisions**

RFP-2026-03 AIRPORT FUEL SYSTEM MAINTENANCE, OPERATIONS, & MANAGEMENT SERVICES

The following provisions shall be incorporated into the final agreement and any applicable subcontracts to the extent required by law or by the source of funding or grant assurances applicable to the Airport:

Civil Rights - 49 U.S.C. section 47123: no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participation in any activity conducted with or benefiting from federal assistance.

Nondiscrimination during solicitation and performance: the Contractor shall not participate directly or indirectly in discriminatory activity of any kind and shall ensure that no person is subjected to discrimination in the execution of the contract.

Title VI and related law compliance: the Contractor shall comply with Title VI of the Civil Rights Act of 1964, 49 CFR part 21, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act, Executive Order 13166 relating to limited English proficiency, and other applicable nondiscrimination authorities.

Federal Fair Labor Standards Act: all subcontracts and lower-tier agreements shall incorporate the applicable federal minimum wage and labor standards requirements.

Occupational Safety and Health Act: the Contractor shall provide a work environment free from recognized hazards and shall monitor compliance by its subcontractors.

Information and reports: the Contractor shall provide information and permit access to records as reasonably necessary for the District or FAA to determine compliance.

Sanctions for noncompliance: the District may impose appropriate contract sanctions, including withholding of payments or termination, for failure to comply with applicable nondiscrimination provisions.

Flow-down requirement: the Contractor shall include required nondiscrimination provisions in applicable subcontracts and procurements.

If a federal clause is required to be included verbatim, the verbatim federal clause controls over any inconsistent provision of this Agreement.

**IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.**

DISTRICT	CONTRACTOR
Panama City-Bay County Airport and Industrial District By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____