



INVITATIONS TO BID

ITB-2025-10

for

AIRPORT SIGNAGE PANELS

at

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**

PHONE: (850) 636-8950

www.iflybeaches.com

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I. OVERVIEW AND TERMS OF BID

A. BACKGROUND

Northwest Florida Beaches International Airport ("ECP or Airport") is owned and operated by the Panama City-Bay County Airport and Industrial District (the "District"). The District is governed by a Board of Directors (the "Board") consisting of seven members appointed by local governmental entities from the City of Panama City Beach City Council (2), City of Panama City Commission (2), Bay County Board of County Commissioners (2), and the Walton County Board of County Commissioners (1); each serving a four (4) year term. The District is an independent special district pursuant to Chapter 189, Florida Statutes (F.S.) and is operated in accordance with the Federal Aviation Administration (FAA) requirements and guidelines. Chapter 2040-274 and 2005-311 F.S. contain full text of the enabling legislation for the District, an independent special district with no taxing authority.

The Airport is currently served by American Airlines, Delta Airlines, Southwest Airlines and United Airlines, and is growing every year. For additional information about the Airport, please visit www.iflybeaches.com.

B. GENERAL INFORMATION

The District is issuing this Invitation to Bid (ITB) seeking qualified vendors to provide custom face panels for Airport signage. The awarded Bidder shall create the panels in accordance with Section II, Scope of Work and State of Florida and Federal Aviation Administration (FAA) rules, regulations, and/or guidelines, if applicable. The awarded Bidder shall agree to all the terms and conditions of any subsequent purchase order that is a result of this solicitation.

C. PROCUREMENT OFFICER

The Procurement Officer is the sole point of contact for this ITB. All inquiries shall be addressed to the following:

Gerri Lynn Faircloth
Contracts and Procurement Manager
Northwest Florida Beaches International Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, Florida 32409
Email: procurement@pcairport.com Phone: 850-636-8993

D. ITB SUBMISSION

Vendors interested in this ITB shall submit a Bid no later than the date and time specified in Section H, Timeline of Events, below. The submission shall either be submitted on Demand Star and/or shall be enclosed and secured in an envelope/package and properly marked with the name and address of the Bidder, solicitation name, solicitation number, and date and time of opening. No other information shall be included or written on the outside of the envelope/package. The District **shall not** be responsible for unidentified Bids. Bids should be either hand-delivered, sent via overnight delivery, or mailed and addressed to: **Procurement Officer, Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.**

If hand delivering a Bid, deliver to the Airport Administrative Office at the address stated above. **No facsimiles, e-mails or telephone submittals will be accepted.** Any Bid received later than the deadline will be considered late and will not be accepted by the District. Receipt of a Bid by any District officer or personnel other than the Airport Administrative Office's front desk does not

constitute "receipt" as required by this solicitation. The time received at the Airport Administrative Office shall be conclusive as to the timeliness of receipt.

Emailed submissions WILL NOT be accepted. If a Bid is submitted via email, it will automatically be rejected by the District.

E. EXAMINATION OF ITB DOCUMENT

Prior to submitting a Bid, each Bidder shall carefully examine the ITB documents and thoroughly familiarize themselves with the submittal and project requirements thereof, and if any conflicts, errors, or discrepancies are found, the Bidder shall notify the District.

Bidder shall certify their Bid by completing the required Submittal Certification Form. All submissions shall be entered in legible handwriting in ink or typed. Bids may be rejected if any omissions, alteration of forms, additions not called for, or any irregularities of any kind are shown. The Bid, including pricing, shall remain firm for not less than **sixty (60) calendar days** from the due date.

The Bidder's name and solicitation number shall be included when specifications or descriptive papers are submitted with a Bid. By submission of a Bid, the Bidder guarantees that all goods and services offered in the Bid meet the requirements of the solicitation.

Bidder shall review Attachment B, Sample Purchase Order, to ensure the Bidder agrees to terms that will become part of the conditions of the resulting agreement.

F. QUESTIONS

All questions shall be in writing and the questions shall be submitted to the Procurement Officer, via email, by the due date prescribed in the Timeline of Events. Bidders shall ensure the subject line contains "**ITB-2025-10, Airport Signage Panels**" in the subject line of the email. Answers to submitted questions will be posted on DemandStar, www.demandstar.com, on the date and time specified in the Timeline of Events.

G. CONE OF SILENCE

Aside from Questions in Section F (above), Bidders or any subconsultants may not contact any District employee or representative, including any District Board member, regarding this ITB, the qualifications of any Bidder, the selection of any Bidder, or any other matters related to this ITB. Contact with any other District official or District employee for the purpose of inquiries regarding this ITB or the meaning or interpretation of these specifications shall be grounds for disqualification.

H. TIMELINE OF EVENTS

The table below contains the Timeline of Events for this solicitation. Bidders shall become familiar with the dates and times related to this solicitation. It is the Bidders responsibility to monitor DemandStar for any changes related to this solicitation. All changes to the Timeline of Events will be made through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the date and time specified below. **All times are Central Standard Time (CST).**

TIMELINE OF EVENTS	EVENT DATE	EVENT TIME
Advertisement for ITB-2025-10, launches on the Airports website, Bay County Website and DemandStar website. www.iflybeaches.com/airport-authority/business-at-ecp ; https://publicnoticesbaycountyfl.gov ; and www.demandstar.com	August 5, 2025	N/A
Bidders shall schedule a site visit to field verify measurements by emailing procurement@pcairport.com	August 6, 2025 - August 13, 2025	9:00 AM to 4:00 PM
Deadline to Submit Questions to Procurement Manager	August 13, 2025	5:00 PM
District anticipated posting of Answers to Questions	August 15, 2025	5:00 PM
Deadline to submit Bid to Demandstar or Airport Administrative Office	August 21, 2025	2:00 PM
Public Opening	August 21, 2025	2:30 PM
Bidders Notified of Intent to Award	August 22, 2025	5:00 PM

I. ADDENDUM

If it becomes necessary to revise any part of this ITB, an addendum will be issued in writing and posted on the DemandStar website. All addenda issued by the District must be acknowledged in writing by the Bidder. **Verbal information obtained otherwise will not be considered in the awarding of the ITB.** It shall be the Bidder's responsibility to ensure all addenda has been reviewed by visiting the DemandStar at www.demandstar.com and submitting Form 10, Addendum Acknowledgement Form.

J. PREBID/SITE VISIT

The District **will not** hold an official Prebid/Site Visit Meeting, however **Bidders are strongly encouraged to visit the Airport to field verify measurements and material of the sign panels.** The District will make arrangements by appointment only for the Bidders interested in the site visit. Prospective Bidders shall contact the Procurement Officer via email at procurement@pcairport.com to make to schedule an appointment.

K. TAXES

The Airport is a Special District of the State of Florida and is not subject to sales tax. (see Attachment C)

L. LICENSES

All Bidders must be properly licensed and registered to do business in the State of Florida and must comply with the Florida State statutes, rules and regulations. Bidders do not need to be based in Florida; however, Bidders are required to submit evidence of all licenses, if applicable, required to complete the work as part of the bid submittal. **Failure to comply may be automatic grounds for rejecting the Bid and it being deemed as non-responsive.**

M. MISCELLANEOUS PROVISIONS

The District reserves the right to reject any or all submissions and further reserves the right to waive technicalities and formalities in a bid submittal as well as to accept in whole or in part such bid response where it deems it advisable in protection of the best interest of the District. The District shall be the sole judge as to whether a bid submitted meet all requirements contained in this solicitation.

This solicitation does not commit the District to award a contract or purchase order to pay any costs incurred in the preparation of the submitted bid, or to procure or contract for goods or services listed herein. Costs associated with a bid submittal shall be the sole responsibility of the Bidder.

The District hereby notifies all those responding to this ITB that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, it will affirmatively ensure that for any contract or purchase order entered into pursuant to this ITB, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

N. AWARD

The Bidder to provide the lowest grand total (**reference Attachment A, Price Sheet**) and who has been deemed responsive will be recommended for award.

The awarded Bidder will be issued a Purchase Order (PO), reference Attachment B, Sample Purchase Order (PO). The resulting PO shall be subject to termination by the District at any time at will and without cause, except that the terminated vendor shall either be permitted to finish any portion of work that is in progress at the time of termination or be equitably compensated for work performed prior to termination. All work products including detailed reports, plans, original tracings, specifications, and other data in whatever form (text, graphic, digital or other electronic) prepared or obtained by the Bidder, in connection with services outlined in this ITB and resulting PO, shall belong to the District and shall be delivered to the District promptly without cost or lien upon request or termination of the resulting PO. A copy of the awarded Bidder's submission will be incorporated by reference to the PO; however, in the event of any ambiguity, the District's PO will prevail.

In the event of a tie, the award will be made based on a lot drawn by the Executive Director or his/her designee before at least three (3) witnesses.

O. RIGHT TO ACCEPT OR REJECT

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

The Bidder shall not condition or modify any document of this ITB as this will be grounds for deeming that bid non-responsive. If the Bidder feels that any portion of this solicitation needs to be modified or find fault and/or incorrect information, the Bidder shall address the concern during time prescribed in Chapter Section 120.57(3).

P. TERM

The District will issue a Purchase Order to the awarded Bidder to provide the goods requested. The resulting purchase order will have no renewal options. The District is under no obligation, either express or implied, to contract for these services. The resulting purchase will be subject to

the review and approval of the Airport Board of Directors prior to the issuance of an extension if so needed.

Q. GRIEVANCE

Any person who is adversely affected by the District's decision or intended decision shall file with the District's Executive Director a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in this Bid. The notice of protest shall be filed in writing within 72 hours after the posting of the request for ITB. The formal written protest shall be filed within 10 days after the date the notice of intent to protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

R. PUBLIC RECORDS LAWS

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) Contractor agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the District to perform the service.
- B. 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.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the District.
- D. 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.
- E. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-636-8950, INFO@PCAIRPORT.COM, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY, FL 32409.**

S. INDEMNIFICATION

An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

T. INSURANCE REQUIREMENTS

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

- | | |
|--|---------------------------|
| 1. Worker's compensation and Employers Liability | Statutorily Required |
| 2. Comprehensive General Liability | |
| Bodily Injury and Property Damage Combined | \$2,000,000 / \$2,000,000 |
| 3. Automobile Liability | |
| Bodily Injury and Property Damage Combined | \$1,000,000 / \$1,000,000 |
| 4. Professional Liability Insurance | |
| Including Errors and Omissions (if applicable) | \$1,000,000 / \$1,000,000 |

Insurance shall indemnify the District against any and all claims arising under or as a result of the performance of the scope of work. The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. The District must also be provided with thirty (30) days' notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

U. WARRANTY

The awarded Bidder warrants to the District that all goods or services will conform to applicable specifications, drawings, designs, samples and other requirements specified herein and will be merchantable; free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended.

V. INDEPENDENT CONTRACTOR STATUS

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

W. LAWS

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

1. Title VII of the Civil Rights Act of 1964;
2. Age Discrimination in Employment Act of 1967;
3. Title I of the Americans with Disabilities Act of 1990;
4. Equal Pay Act of 1963;
5. Fair Labor Standards Act of 1938; and
6. Immigration Reform and Control Act of 1986.

Exhibit A to the Sample Contract or Purchase Order (if applicable) contains additional required provisions for the contract:

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

X. 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 Bidders 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 Airport encourages participation by all Bidders qualifying under this solicitation regardless of business size or ownership.

END OF SECTION I

II. BID CONTENT

The Invitation to Bid (ITB), ITB-2025-10, must be submitted to the District on the date and time listed in Section H, Timeline of Events. All cost associated with this ITB must meet the specifications and shall be included in Attachment A, Price Sheet. The Bidder must include in their reply a copy of the required licensure, and before execution of a contract or purchase order, Bidder must be registered to do business in the State of Florida, and insured in the amount specified in the Section S., Insurance Requirements, with the District listed as additional insured.

A. MANDATORY BID REQUIREMENTS:

The following forms **MUST** be completed by the Bidder and submitted with the bid. Failure to submit these forms may become cause for the Bidder to be deemed nonresponsive. However, the District reserves the right to waive any minor irregularity if it is in the best interest of the District to do so.

1. Attachment A, Price Sheet
2. Attachment B, Sample Purchase Order
3. Form 1 – Bidder Certification
4. Form 2 – Non-Collusion Affidavit
5. Form 3 – Debarment Certification
6. Form 4 – Trade Restriction Certification
7. Form 5 – Acknowledgement of Addenda
8. Form 6 – Sworn Statement Pursuant to Section 287.133 (3)(A) Florida Statutes on
Public Entity Crimes

*** END OF SECTION II***

III. SCOPE OF WORK

A. General Information

The District is seeking Invitations to Bid (ITB) from qualified vendors to provide and deliver custom signage panels to the Airport in accordance with this ITB. The District intends to award the ITB to the lowest, responsive, responsible Bidder.

B. Site Visit

Bidders are encouraged to visit the site to field verify the measurements and material for the signage panels. Bidders must email procurement@pcairport.com to schedule the site visit. The District will schedule appointments from 9:00 AM to 4:00 PM, CST, August 6, 2025 through August 13, 2025.

In the event Bidder(s) did not field verify the measurements prior to the deadline to submit a bid, the awarded Bidder will be required to perform a site visit before finalizing the subsequent purchase order. Should the awarded Bidder fail to perform the site visit, the District reserves the right to enter into a purchase order with the next lowest, responsive, responsible Bidder.

C. Specifications

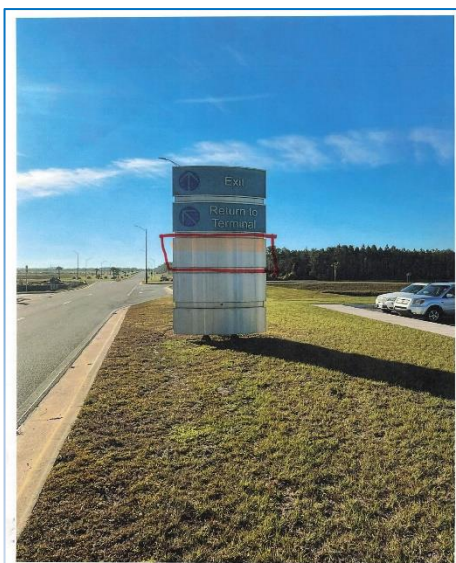
The signage panels must be blank with no lettering and must match the existing signage with the following specifications:

- 96" Arc Length
- 30" Height
- Chrome XT + Ghost
- Must be lighted

NOTE: There will be no installation required. This is a procurement for materials only.

D. Current Signage Depiction

Below depicts the panel that is being requested in this ITB.



**ATTACHMENT A
PRICE SHEET****Company Name:** _____

The Bidder with the lowest grand total with a fixed price will be selected for intended award. If a Bidder modifies or conditions this Price Sheet, the bid will be deemed nonresponsive. The Bidder must provide a price for the cost of the signage panels and cost associated with delivery of the panels. The Bidder, by signing this price sheet is agreeing to the prices and shall honor the prices for a minimum of sixty (60) days.

DESCRIPTION	Total Line Item Price
Two (2) Custom Signage Panels	\$
Delivery/Freight	\$
GRAND TOTAL:	\$

Print Name of Authorized Representative_____
Signature of Authorized Representative

Date: _____

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ITB-2025-10

Airport Signage Panels

**ATTACHMENT B
SAMPLE PURCHASE ORDER**

SHIPPING METHOD		SHIPPING TERMS	SHIP VIA	PAYMENT	DELIVERY DATE	
ITEM NO.	DESCRIPTION	Account #	QTY	UNIT PRICE	TOTAL	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
Remarks / Instructions:					SUBTOTAL	\$0.00
Invoices must include Purchase Order Number					enter total amount DISCOUNT	\$0.00
					SUBTOTAL LESS DISCOUNT	\$0.00
					SHIPPING/HANDLING	\$0.00
					OTHER	\$0.00
					TOTAL \$	-
Please sign below and return to procurement@pcairport.com .						
Vendor Authorized Representative Signature				Date		
www.iflybeaches.com				Thank You		
				Page 1 - 2		



ITB-2025-10

Airport Signage Panels

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)			
TERMS AND CONDITIONS			
The following terms and conditions are applicable to this order entered into by and between the Northwest Florida Beaches International Airport (referred to as Buyer or ECP) and Vendor (referred to as Seller). Additional information and requirements can be found in the ECP Procurement Policy at: www.iflybeaches.com/documents/3-8-procurement-policy			
MODIFICATIONS: No modifications of this order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.			
ASSIGNMENT: Any assignment of this order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.			
TERMINATION: Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.			
F.O.B. Prices stated shall be FOB destination, provided however, that if ECP approves pricing to be other than FOB destination, Seller shall prepay all charges and list such charges on the invoice.			
TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer's policies and procedures.			
INVOICING Seller must render an original invoice to Accounts Payable stated on the front of this order.			
TAX Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.			
PURCHASE ORDER NUMBER must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.			
COMPLIANCE A. The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinance rules and regulations that would apply to this order/contract. B. Seller shall comply, when applicable, with the provisions set forth by the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327330) as supplemented by U.S. Department of Labor (29 CFR Part 5). C. Seller shall provide access to pertinent records relative to contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.			
INSPECTION All commodities delivered on this order are subject to inspection and acceptance upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.			
LITIGATION VENUE The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Bay County, Florida and shall be governed by the laws of the State of Florida.			
PAYMENT CHANGES Payments will only be made to the company and address as set forth on the order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized ECP official.			
ANTIDISCRIMINATION Seller represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement. Seller agrees that if the obligations of this Agreement are to be performed by subcontractors, the provisions of this nondiscrimination paragraph shall be incorporated into and become part of the subcontract.			
UNIFORM COMMERCIAL CODE The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.			
LIABILITY/COPYRIGHT/PATENT/TRADEMARK The Seller and without limitation, its officers, directors, employees, members, partners, agents, affiliates, sub-consultants, contractors, subcontractors and representatives, (individually or collectively, the "Indemnifying Parties") shall hold harmless, indemnify, and defend the Buyer, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees), arising directly or indirectly out of any allegation that any product sold to Buyer constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. If in any suit or proceeding any product sold to Buyer is held to constitute an infringement and its use is permanently enjoined, the Seller shall, immediately, make every reasonable effort to secure for the Buyer a license, authorizing the continued use of the product. If the Seller fails to secure such a license for the Buyer, then the Seller shall replace the product with a non-infringing product or modify such product in a way satisfactory to the Buyer so that the product is non-infringing.			
INSURANCE If the Seller is required to go on ECP property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required federal, state, local laws and by ECP.			
INDEMNIFICATION The Seller, and without limitation, its officers, directors, employees, members, partners, agents, affiliates, sub-consultants, contractors, subcontractors and representatives, (individually or collectively the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the Buyer, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, (a) arising directly or indirectly out of any of the Indemnified Parties' operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligence act or omission of the part of the Indemnifying Parties regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense is caused solely by the ECP's negligence or (b) arising out of the failure of any of the Indemnifying Parties to keep, observe or perform any of its obligations under this Agreement or in any other document or instrument delivered by any of the Indemnifying Parties pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise.			
OCCUPATION SAFETY AND HEALTH Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).			
REPRESENTATIVES All parties to this order agrees that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.			
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ATTACHMENT C TAX EXEMPTION CERTIFICATE

0000155 08/14/22



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012646249C-9	10/31/2022	10/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PANAMA CITY BAY COUNTY AIRPORT
AND INDUSTRIAL DISTRICT
6300 W BAY PKWY STE A
PANAMA CITY FL 32409-1148

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

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1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**FORM #1****BIDDER CERTIFICATION**

In compliance with the Invitation to Bid (ITB) and subject to all conditions thereof, the undersigned certifies that all information contained in this ITB 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.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP+4

COMPANY TELEPHONE NUMBER

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. *(if applicable)*

SCDOT DBE NAICS Codes *(if applicable)*



FORM #2

NON-COLLUSION AFFIDAVIT FORM

STATE OF _____ COUNTY OF _____

_____ Being first duly sworn, deposes and says
(Authorized Representative)

that he/she is the _____
(Sole owner, a partner, president, secretary, etc.)

of _____,
(Company Name)

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 bid, 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 bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Bidder)

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

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

My commission expires _____, 20____.

FORM #3**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. Checking the System for Award Management at website:
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

SIGNATURE OF BIDDER

DATE

PRINTED NAME

TITLE

FORM #4**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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME

TITLE

FORM #5**ACKNOWLEDGEMENT OF ADDENDA**

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company:

Authorized Signature:

Print Name:

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FORM #6**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. A predecessor or successor of a person convicted of a public entity crime; or
- 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.)



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 _____.

Notary Public

My commission expires _____

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