



INVITATIONS TO BID (ITB)

ITB-2026-09

FOR

REPLACEMENT OF FIRELINE BACKFLOW PREVENTERS

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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ATTACHMENTS:

- Attachment A, Price Sheet
- Attachment B, Sample Service Agreement
- Attachment C, Procurement Forms 1-6

I. OVERVIEW AND TERMS & CONDITIONS

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) from licensed and/or certified vendors for the turnkey project of replacing four (4), Fireline Backflow Preventers. The awarded Bidder shall provide the goods and services requested 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 agreement 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: 850-636-8950

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 Manager, 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 Service Agreement, 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 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-2026-09, REPLACEMENT OF FIRELINE BACKFLOW PREVENTERS**" in the subject line of the email. Answers to submitted questions will be posted on OpenBid (formerly Demandstar), www.demandstar.com, on the date and time specified in the Timeline of Events.

G. 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 EVENTSEVENT	EVENT DATE	EVENT TIME
ITB Advertisement launches on the Airports website, Bay County Website and OpenBids website. www.iflybeaches.com/airport-authority/business-at-ecp ; https://publicnoticesbaycountyfl.gov ; and www.demandstar.com	March 26, 2026	N/A
Prebid Meeting/Site Visit	April 7, 2026	10:00 AM
Deadline to submit questions to Procurement Manager	April 9, 2026	5:00 PM
District anticipated posting of answers to questions	April 13, 2026	5:00 PM
Deadline to submit Bid	April 17, 2026	2:00 PM
Public Opening for ITB will be held at the Airport Administrative Office 6300 West Bay Parkway, 2 nd Floor Panama City, Florida 32409	April 17, 2026	2:30 PM
Recommendation of Award Presented to the Board of Directors at Monthly Meeting	April 29, 2026	9:00 AM
Date Bidders Notified of Intent to Award	April 30, 2026	5:00 PM

H. PREBID/SITE VISIT

A mandatory Prebid conference will be held on the date identified above. The intent of this meeting is to provide Bidders with essential project information and the opportunity to visit the site.

For a bid to be considered Bidders must attend the Prebid conference. There will be a sign in sheet for all prospective Bidders to sign. If a vendor does not sign in at the Prebid/Site Visit Meeting and submits a bid, the bid will be deemed non-responsive

On the day of the meeting, Vendors will report to the conference room on the first floor of the Airport Terminal Building. The conference room is past the baggage claim area and rental car desk, to the left of the vending machines.

I. AWARD

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

The District intends to enter into an agreement with the successful Bidder, reference Attachment B, Service Agreement. The resulting agreement 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 solicitation and resulting agreement, shall belong to the District and shall be delivered to the District promptly without cost or lien upon request or termination of the resulting agreement. A copy of the awarded Bidder's submission will be incorporated by reference to the agreement; however, in the event of any ambiguity, the District's agreement will prevail.

In the event of a tie, the award will be made based on Contractor having a Drug Free Workplace, is a Contractor that is based in the State of Florida or on a lot drawn by the Executive Director or his/her designee before at least three (3) witnesses.

J. TERM

The District will enter into a formal agreement with the successful Respondent to provide the services herein for a period not to exceed six (6) months. The resulting agreement will have no renewal options. The District is under no obligation, either express or implied, to contract for these services. The resulting agreement will be subject to the review and approval of the Airport Board of Directors prior to the issuance of an extension if so needed.

K. PRICING

The Invitation to Bid (ITB), ITB-2026-09, Replacement of Fireline Backflow Preventers, must be submitted to the District on the date and time listed in Section H, Timeline of Events. Contractor shall verify measurements and provide the total price needed to complete the Project which includes, but is not limited to, all materials, component parts, equipment, permitting, incidentals, and labor necessary to perform complete a turnkey Project as contemplated in this ITB.

L. 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.

M. MANDATORY BID REQUIREMENTS

Attachment D, 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 Service Agreement
3. Attachment C, Procurement Forms

- Form 1- Bidder Certification
- Form 2 - Non-Collusion Affidavit Form
- Form 3 - Debarment Certification
- Form 4 - Trade Restriction Certification
- Form 5 - Acknowledgement of Addenda (even if none are issued)
- Form 6 - Sworn Statement Pursuant to Section 287.133 (3)(A) F.S. on Public Entity Crimes

Remainder of page intentionally left blank.

II. SCOPE OF WORK

A. GENERAL INFORMATION

The District is seeking Invitations to Bid (ITB) from qualified vendors to provide and install four (4), fireline backflow preventers.

To submit a Bid, Vendors must comply with the certification defined in 62-555.360 of the Florida Administrative Code and Bay County Ordinance 20-44. Please provide a copy of certificate/licensure with Bid submittal.

There shall be no subcontracting for this project.

B. DELIVERABLES

Completed turkey replacement of fireline preventers located on Johnny Reaver Road.

C. TIMELINE

The replacement fireline backflow preventers shall be completed within 10 business days once equipment has been received by the successful Bidder or within a timeframe agreed upon by the Vendor and the District in which the District shall specify in the resulting agreement.

D. EQUIPMENT SPECIFICATIONS

The Vendor shall provide four (4) new, unused fireline backflow preventers that meet or exceed the specifications and performance that are comparable to units like Wilkins 350OSY Double Check with OSY valve.

Equipment shall be at a minimum, but not limited to:

- Supports and anchors;
- Must be 10" in diameter;
- Reduced Pressure Assembly; and
- Assembled with spring loaded double check valves.

Bidders must provide equipment specification sheets for proposed equipment with bid submittals.

E. INSTALLATION REQUIREMENTS

Installation shall include all parts, materials, equipment, controls, labor, and any other components required to complete the replacement of the fireline backflow preventers turnkey, including any heavy equipment required to place the backflow preventers.

Project task include the following:

- Disconnect and remove existing 10" fireline backflow preventers;
- Connect, calibrate, and install fireline backflow preventers;
- Contractor shall be responsible for all materials, tools, labor and incidentals required for turnkey project;
- The Bidder shall be responsible for the safety and behavior of all personnel completing the work that are employees of Bidder while on Airport property; and
- Contractor will clean and remove all job-related debris including disposal of disconnected equipment, and related hardware as part of the scope of work. Disposal must be done in accordance with local waste regulations.

F. COMPENSATION

The Bidder shall be compensated in one lump sum at completion of the turnkey project once the District has inspected and accepts the final deliverable and upon receipt of a complete invoice.

G. FINANCIAL CONSEQUENCES

The District shall implement financial consequences in the amount of \$500 for each day the Project is not completed in the timeframe specified in item C, above.

H. WARRANTY

In no case will the warranty for equipment be less than 12 months from the final acceptance date of the project unless otherwise stipulated through extended warranty provisions from the manufacturer. Labor shall be warranted by the Vendor for 12 months after final completion.

Remainder of page intentionally left blank.

**ATTACHMENT A
PRICE SHEET**

Company Name: _____

The Bidder with the lowest grand total lump sum 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 each line item below. 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 of Service	Price
Cost for four (4) 10" Fireline Backflow Preventers	\$ _____
Cost of Labor and Incidentals to Complete Project	\$ _____
GRAND TOTAL:	\$ _____

Print Name of Authorized Representative

Signature of Authorized Representative

Date: _____

**ATTACHMENT B
SAMPLE SERVICE AGREEMENT**

**CONTRACT NO. MN003
between the
PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
and
<<VENDOR>>**

THIS CONTRACT is made effective on the last date of execution of this document, by and between **Panama City - Bay County Airport and Industrial District dba Northwest Florida Beaches International Airport**, (hereinafter called "ECP" or "District"), whose mailing address is 6300 West Bay Parkway, Box A, Panama City, Florida 32409 and <<**VENDOR NAME**>>, a for <<*entity type*>>, whose mailing address is, <<*Vendor Address*>>, (hereinafter referred to as "Contractor"), and collectively referred to as "Parties".

WITNESSETH

WHEREAS, the District desires to employ the services of the Contractor to provide <<*description of services*>>, hereinafter described as Services.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Contract, the parties agree as follows:

1. DEFINITIONS

Amendment: A modification, revision or change to any terms or conditions of the Contract.

Contract: The agreement between the Contractor and the Panama City – Bay County Airport and Industrial District which includes specifications of goods and/or services and any terms and conditions that are applicable to the goods and/or services. The Contract consists of this document and the scope of services. The Contract represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be modified by the Parties by execution of a change order or amendment.

Contractor: The outside entity providing the goods and/or services.

ECP or Airport: The international airport located in Bay County, Florida. Also known as the Northwest Florida Beaches International Airport.

District: Panama City – Bay County Airport and Industrial District, dba Northwest Florida Beaches International Airport, a branch of State of Florida Government.

Parties: Collectively the District and the Contractor.

2. SCOPE OF SERVICES

A description of the nature, scope and schedule of services to be performed by the Contractor under this Contract in accordance with Attachment A, Scope of Services.

ECP hereby enters into this Contract to perform the services as set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the Vendor Proposal/Bid/Quote, (collectively, the "Contract Documents"), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate Attachment A. All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

3. CONTRACT TERMS

The term of this Contract shall become effective on the last date of execution by both Parties and remain in effect for a period of six (6) months.

4. BASIS FOR COMPENSATION AND PAYMENTS

The District agrees to pay the Contractor a lump sum fee of \$ _____ for the complete

- a. The District agrees to pay to the Contractor according to the contract amount listed above for the services listed in the Attachments.
- b. The Contractor will invoice the District at the completion of the project. Payment shall be rendered within 30 days of receiving a proper and correct invoice. Invoices which have to returned to a contractor for correction(s) will result in a delay in the payment. The Finance and Administration Department may be contacted if a contractor is experiencing problems in obtaining timely payments from the District by email accounting@pcairport.com.
- c. All invoices will reference the Contract/Purchase Order number and be submitted to the following contact:

Panama City - Bay County Airport and Industrial District
dba Northwest Florida Beaches International Airport
Attention: Accounts Payable
6300 West Bay Parkway, Box A
Panama City, Florida 32409

All invoices shall be sent to accounting@pcairport.com.

5. PAYMENT.

The District is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, et seq., Fla. Stat. and payment by the District shall be made in compliance with said Act. Contractor agrees to invoice the District no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the contract. The District

will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order on contract number, purchase order number, contract deliverable, line item number, order number, part number (if applicable), complete bill to address, description of type of commodity or service, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, the vendor must render original invoice to the District Accounting, 6300 West Bay Parkway, Box A, Panama City, FL 32409, accounting@pcairprot.com.

6. NON-APPROPRIATION.

All funds for payment by the District under this Contract are subject to the availability of an annual appropriation for this purpose by the District Board of Directors. In the event of non-appropriation of funds by the District Board of Directors for the goods and/or services provided under this Contract, the District will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, the Contractor will be provided thirty (30) days prior written notice and shall accept cancellation, but failure to give such notice the District shall not be obligated under this Contract beyond the date of termination.

7. SUSPENSION OR TERMINATION

Unsatisfactory performance by the Contractor may result in a thirty (30) day notice to cure with detailed resolution. If issues are not remedied satisfactorily in the cure period, the District retains the right to issue a thirty (30) day notice of Contract cancellation or suspension.

The Contractor also reserves the right to suspend or terminate this Contract if the District defaults in payments or in any way breaches the term with sixty (60) day written notice/.

8. TERMINATION.

If any payment provisions in this Contract that allow the Contractor to incur liquidated damages, or serve as a cancellation or escalation fees, are hereby deleted. All provisions that provide a security interest in property being purchased or owned by the District, if any, are hereby deleted. All provisions that authorize the Contractor to repossess property or act outside of court proceedings in response to a District breach of contract, if any, are hereby deleted.

9. INSURANCE <<Update Limits and Types of Coverage based on Service/Commodity>>

The Contractor hereby represents to the District that: (a) it has the experience and skill to perform the Scope of Services as set forth in this Contract; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Contract.

a. COVERAGE

The Contractor shall procure and maintain for the life of the contract, solely at Contractor's expense, the following types and minimum amounts of insurance, where applicable:

- i. **Commercial General Liability Insurance** including unmodified contractual liability, personal and advertising injury, and products/completed operations liability written on an occurrence form basis with minimum combined single limits for bodily injury and property damage of \$2,000,000.00 per occurrence;
 - ii. **Automobile Liability** coverage for all owned, non-owned and hired vehicles written on an occurrence form basis, with minimum combined single limits of \$1,000,000.00 per occurrence;
 - iii. **Workers' Compensation Insurance** as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000.00 per occurrence;
- b. CLAIMS: The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the District and the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
- c. INDEMNIFICATION: The Contractor shall indemnify the District from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor to perform and complete the Scope of Services in strict compliance with the Contract Documents, unless such failure has been specifically waived by the District upon final written approval of the Scope of Services. The provisions of this paragraph shall survive the expiration or termination of this Contract.

10. 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), Contractor agrees to also comply with that law, specified below.

- 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

action that may be necessary to enforce the rights of the Parties of this agreement.

The District will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the Contract. Owner reserves the right to withhold payments or portions of the payment until such time the Contractor corrects the breach or the District elects to terminate the Contract. The District's notice will identify specific date by which the Contractor must correct the breach. The District may proceed with termination of the Contract if the Contractor fails to correct the breach by the deadline indicated in the District's notice.

13. GENERAL CIVIL RIGHTS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age or disability be excluded from participating in any activity conducted or benefiting from Federal assistance.

The above provision binds the Contractor and subcontractors from the solicitation period through the completion of the Contract.

14. DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS.

Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with the District on any of the grounds stated in Section 287.135, Florida Statutes.

15. ASSIGNMENT

Neither this Contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by the Contractor without the prior written consent of the District. Any attempted assignment by the Contractor without consent of the District is void. In addition to any other rights or claims that the District may have, if the Contractor violates this provision, the District shall have the right to immediately terminate the Contract.

16. MATERIALITY AND WAIVER OF BREACH.

Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Contract is substantial and important to the formation of this Contract, and each is, therefore, a material term of this Contract. The District's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

17. COMPLIANCE WITH LAWS

The goods and/or services must comply with all applicable, federal, state and local laws, codes, ordinances, rules, and regulations, and any related federal, state, or local laws, rules or regulations.

18. SEVERABILITY

If any part of the Contract is found to be unenforceable by any court of competent jurisdiction, the part shall be deemed severed from the Contract and the balance of the Contract shall remain in full force and effect.

19. AMENDMENT

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as the Contract and executed by duly authorized representatives of the District and the Contractor.

This Contract constitutes the entire agreement between the Parties hereto for the Scope of Services to be performed and furnished by Contractor and duly authorized hereunder. No statement, representation, writing, understanding, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract below.

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

<<CONTRACTOR>>

By: _____

By: _____

Printed Name and Title

Print Name and Title

Date

Date

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**ATTACHMENT A
SCOPE OF WORK**

(To be inserted from ITB)

SAMPLE

**ATTACHMENT B
FEDERAL CONTRACT PROVISIONS
(If Applicable)**

SAMPLE

**ATTACHMENT C
 PROCUREMENT FORMS**

FORM #1

BIDDER CERTIFICATION

Initial	Mandatory Provisions
	The person submitting the Bid 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. Website: www.sunbiz.org .
	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 an equipment manufacturer literature in accordance with instructions in this ITB.
	The Vendor certifies it has provided to the District a response on the applicable Attachment A, Price Sheet.

Continued on next page

In compliance with the above-mentioned certifications all terms of this Invitation to Bid (ITB), the undersigned certifies that all information contained in this bid submittal 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 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 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. Inserting a clause or condition 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. in the covered transaction with the lower tier contract.

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

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME

TITLE

Remainder of page intentionally left blank.

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 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

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 _____.

Addendum No. _____, dated _____.

Company: _____

Authorized Signature: _____

Print Name: _____

Remainder of page intentionally left blank.

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, nor 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 _____.

Commission Expires _____

Notary Public

Remainder of page intentionally left blank.