



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. RFP-2026-05

FOR

AIRPORT ADVERTISING CONCESSIONS

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

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

PANAMA DISTRICT, FLORIDA 32409

PHONE: (850) 636-8950

www.iflybeaches.com

April 20, 2026

NOTICE TO PROPOSERS

The Northwest Florida Beaches International Airport (District) is accepting electronic (e-submission) and sealed Proposals from qualified firms to develop, market, sell, install, maintain, and operate the Airport Advertising Concessions Program at the District.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes. A mandatory Pre-Proposal meeting will be held **April 30, 2026, at 10:00 AM CDT**, at on the first Floor of the Terminal Building, past baggage claim and rental car counters, to the left of the vending machines. Virtual attendance of this meeting is not available.

All proposals must be received no later than **May 28, 2026, at 2:00 PM CDT** at which time all Bids will be publicly opened and read.

The request for Proposal documents may be downloaded online at www.demandstar.com or at the District's website at www.iflybeaches.com under Airport Business starting on **April 20, 2026**.

- One original and three (3) copies along with a USB flash drive are to be delivered to the District at the address below. Any sealed bid submitted on paper must identify and clearly mark the bid # **RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS** on the package. Receipt of a bid by any personnel other than the District's Contracts and Procurement Manager does not constitute "receipt" as required by this solicitation. The District's time stamp shall be conclusive as to the timeliness of receipt.

All paper submittals shall be sealed and delivered or mailed to:

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

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

It is the sole responsibility of the proposer to determine if any addenda have been issued. The due date for questions will be **12:00PM CDT (NOON) on April 5, 2026**. All questions regarding the solicitation documents shall be directed to **Gerri Lynn Faircloth, Contracts and Procurement Manager, via email: procurement@pcairport.com**. Contact with any other District official or District employees for the purpose of inquiries regarding this solicitation or the meaning or interpretation of these specifications shall be grounds for disqualification.

RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

SOLICITATION TIMELINE:

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

EVENT	TIME	DATE
Solicitation Release Date	4:00 PM CDT	April 20, 2026
Mandatory Pre-Proposal Conference	10:00 AM CDT	April 30, 2026
Questions from Proposers to warrant a response/Addendum	12:00 PM CDT	May 5, 2026
Final Addendum Release	4:00 PM CDT	May 12, 2026
Proposals – Deadline & Opening	2:00 PM CDT	May 28, 2026
Review Committee Ranking – Public Meeting	2:00 PM CDT	June 16, 2026
Estimated Board Award	9:00 AM CDT	June 24, 2026

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

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

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

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REQUEST FOR PROPOSALS

- 1. INTRODUCTION:** The District requests proposals from qualified concessionaires with demonstrated experience in airport or governmental advertising sales and management to operate the Airport Advertising Concessions Program (AACP) at ECP. The selected concessionaire will be responsible for developing a business strategy, preparing a marketing and sales plan, selling advertising, contracting with advertisers, billing and collecting account revenue, coordinating production and installation, maintaining advertising media, and providing recurring operational and financial reports to the District.

Respondents should be registered to do business in Florida (or eligible to obtain such registration before contract execution), possess all required licenses, submit a complete proposal responsive to this RFP, and have at least five (5) years of relevant experience in advertising sales and program management.

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

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

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

Airport Traffic Information

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

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

3. TERMS AND CONDITIONS

Term of Agreement

The initial term of the resulting agreement will be three (3) years beginning on the effective date, with up to two (2) one-year renewal options exercisable by the District in its sole discretion on the same general terms and conditions, subject to successful performance and approval by the District.

Reservation of Rights

The District reserves the right to:

- Accept or reject any and all proposals, in whole or in part.
- Conduct investigations of proposer qualifications and inspect proposer facilities or operations as deemed necessary.
- Waive minor informalities or irregularities and request clarifications consistent with Florida law.
- Reject all proposals and resolicit if the District determines it is in its best interests to do so.
- Retain all proposals and use ideas presented in a proposal regardless of whether that proposal is selected.
- Negotiate final agreement terms, including business terms and operational provisions, with the selected proposer.

Point of Contact, Questions, and Cone of Silence

The Procurement Officer identified in the Notice to Proposers is the sole point of contact for this solicitation. All questions must be submitted in writing by the deadline shown in the solicitation timeline. Respondents should include "RFP-2026-05 Airport Advertising Concessions" in the subject line of all question emails.

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

Addenda

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

Confidentiality and Public Records

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

Public Entity Crime; Debarment

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

Proposal Costs; No Reimbursement

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

Drug-Free Workplace

Respondents must submit the Drug-Free Workplace certification included in Attachment E with their proposal.

Responsible Vendor Determination

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

Preference to Florida Businesses

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

Applicable Laws and Title VI Notice

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

Independent Contractor

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

Protest Procedure

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

Insurance Requirements

Coverage	Minimum Requirement
Workers' compensation and employer's liability	Statutorily required
Commercial general liability	\$2,000,000 combined single limit
Automobile liability	\$1,000,000 combined single limit

RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

Professional liability / errors and omissions (if applicable)	\$1,000,000
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The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. Certificates of insurance must be furnished before contract execution or commencement of work, as applicable. Policies shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, reduction in coverage, or material modification.

Security Deposit

Before the effective date of the agreement, the selected concessionaire shall provide a security deposit, letter of credit, or surety bond in an amount equal to the greater of (a) \$25,000, or (b) three (3) months of the first contract year Minimum Annual Guarantee (MAG). The security instrument shall remain in full force throughout the contract term and for six (6) months after termination or expiration. The District may draw upon the security deposit to satisfy unpaid amounts or other defaults, and the concessionaire shall immediately restore the security to the required amount after any draw.

Badging, Safety, and Security

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

Warranty and Quality of Work

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

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SCOPE OF SERVICES

1. Intent

The District seeks a qualified concessionaire to market, sell, install, operate, service, and maintain advertising in approved media throughout the Airport terminal and other locations on District property. The concession is intended to generate revenue for the District while enhancing the Airport experience and maintaining the visual quality of the terminal environment.

2. Program Objectives

- a. Promote and enhance the ECP brand and the District's public image.
- b. Strengthen the Airport's relationship with the local and regional business community.
- c. Generate sustainable concession revenue through a professionally managed advertising program.
- d. Maintain advertising displays and media that complement terminal aesthetics and operational requirements.
- e. Encourage creative opportunities, including product placement, demonstration areas, special events, brochure displays, and other approved activation concepts.

3. Required Services

- a. Develop and periodically update a business strategy, rate card, marketing plan, and sales plan for the AACP.
- b. Provide and manage local, regional, and national sales efforts sufficient to market the Airport's advertising inventory effectively.
- c. Use commercially reasonable efforts to maintain a strong local presence in the program and target substantial participation by local and regional businesses, attractions, and destinations.
- d. Negotiate, manage, and administer advertising agreements with advertisers, including collections, renewals, production schedules, and account servicing.
- e. Design, procure, fabricate, install, inspect, repair, replace, and remove approved advertising displays and related media at the concessionaire's sole cost unless otherwise approved by the District in writing.
- f. Provide recurring operational reports, advertiser listings, and financial reports in the form and frequency required by the District.
- g. Participate in coordination meetings with District staff as reasonably requested, and no less than monthly during the initial implementation period and quarterly thereafter unless the District requests more frequent meetings.

4. Operating Standards

- a. The concessionaire shall make at least five hundred (500) documented sales calls each contract year unless a different annual target is approved in writing by the District.
- b. All advertising concepts, locations, copy, display types, engineering drawings, and significant modifications must receive prior written approval from the Executive Director or designee before installation or implementation.
- c. The concessionaire shall give District staff at least fourteen (14) days' notice before any requested relocation, installation, or material change to display case locations unless the District authorizes a shorter timeline.

RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

- d. The concessionaire shall maintain a local manager or local point of accountability authorized to act on behalf of the concessionaire and communicate promptly with the District regarding installations, removals, repairs, and complaints.
- e. All installations, maintenance, and removals shall be completed by qualified personnel in compliance with applicable building, fire, safety, accessibility, and Airport requirements.
- f. The concessionaire shall assist the Airport, when reasonably requested, with public information and public relations efforts related to the advertising program.

5. Compensation to the District

Each Respondent shall propose in Attachment B both (a) a Minimum Annual Guarantee (MAG), and (b) a percentage rent based on Gross Revenues. The resulting agreement will require the concessionaire to pay the MAG in equal monthly installments in advance, due on or before the first day of each month. Within twenty (20) days after the close of each calendar quarter, the concessionaire shall submit a report of Gross Revenues for the preceding quarter and pay any percentage rent due in excess of amounts already paid as MAG for that quarter.

For purposes of the financial proposal and resulting agreement, "Gross Revenues" means all revenue received or receivable by the concessionaire from the sale or operation of advertising at the Airport, less only the following allowable exclusions to the extent actually incurred and documented:

- commissions paid to recognized advertising agencies;
- sales, use, or similar taxes separately stated and remitted to the taxing authority;
- approved reimbursements for direct telephone line service or approved new-media programming and maintenance charges billed through to advertisers;
- documented quantity purchase discounts or incentive discounts passed through to the advertiser;
- accounts deemed uncollectible after commercially reasonable collection efforts and proper write-off documentation;

Amounts not timely paid shall accrue a late charge at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower. Any equitable adjustment to economic terms based on the removal of material advertising inventory, operational restrictions, or force majeure shall be valid only if approved by the District in a written amendment.

6. Books, Records, and Audit

The concessionaire shall keep complete and accurate books and records relating to all Airport advertising operations and Gross Revenues and shall retain those records for at least thirty-six (36) months after the expiration or earlier termination of the agreement. The District may inspect and audit such books and records at reasonable times. Within ninety (90) days after the end of each contract year, the concessionaire shall furnish an annual certified statement, in form reasonably acceptable to the District, confirming the accuracy of reported Gross Revenues and concession payments. If an audit discloses an understatement of more than one percent (1%) of Gross Revenues for the period audited, the concessionaire shall reimburse the District for the reasonable cost of the audit and promptly pay all deficiencies, together with any applicable late charges.

7. Locations; Displays; District Approval

The Executive Director or designee shall designate the approved locations for all displays. The District may designate alternative or additional locations from time to time. The concessionaire may not place advertising displays anywhere on Airport property except in locations expressly approved by the District.

Before installing any display or exhibit, the concessionaire shall submit to the District copies, sketches, photographs, or other renderings showing the proposed copy, size, format, and location. The Executive Director may reject any proposed advertising that the District deems unsuitable, objectionable, unsafe, inconsistent with Airport operations, or inconsistent with Terminal aesthetics. If the District determines that an installed display is objectionable or interferes with Airport operations, the concessionaire shall remove or modify the display within twenty-four (24) hours after notice.

8. Cost of Operations and Utilities

Except as expressly stated otherwise in the contract, the concessionaire shall pay the full cost of procuring, installing, maintaining, altering, repairing, relocating, and removing its advertising displays and associated equipment. The District will provide existing 110-volt electrical service where currently available for approved display locations, but the concessionaire shall be responsible for any additional wiring, conduit, utility extensions, or special electrical work required for its installations unless the District agrees otherwise in writing.

9. District Use of Unsold Inventory

The District may use unsold or vacant advertising inventory at no cost for non-commercial public information, public agency notices, Airport promotion, or similar public-interest messaging. Inventory not being used by the concessionaire or the District shall be maintained in a clean and attractive condition at the concessionaire's expense.

10. Access, Inspection, and Maintenance

The District may enter approved display locations at reasonable times to inspect the displays and surrounding areas. If the District identifies a maintenance or repair deficiency, the concessionaire shall correct the deficiency within ten (10) days after notice or such shorter period as may be required for safety or operational reasons. If the concessionaire fails to do so, the District may perform the work and charge the concessionaire the actual cost plus an administrative charge equal to fifteen percent (15%) of such cost.

11. Assignment and Subletting

The concessionaire may not assign, transfer, sublet, license, encumber, or otherwise convey any interest in the resulting agreement or any portion of the concession without the prior written consent of the District Board. Any attempted assignment or transfer without required consent shall be void and may constitute a default.

12. Future Inventory and Additional Services

During the term of the agreement, additional advertising opportunities may become available as terminal operations evolve. The District may elect to include such additional inventory within the concession on terms negotiated in good faith with the concessionaire and documented by written amendment.

13. Current Inventory Summary

Current Display Type	Notes
Tension fabric displays	Existing display type shown in the staff draft exhibit.
Vertical dioramas	Existing display type shown in the staff draft exhibit.
Brochure kiosk / brochure display units	Existing display type shown in the staff draft exhibit.
Digital displays	Existing display type shown in the staff draft exhibit.
Standalone displays	Existing display type shown in the staff draft exhibit.

A current location list, counts, dimensions, electrical information, and photographs may be provided by addendum or during the pre-proposal meeting / site visit.

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SUBMITTAL RESPONSES

Format

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

- Proposals should be on 8-1/2 by 11 inch paper; larger sheets should be folded to that size.
- Proposals should be tabbed and organized in the order requested below. Three-ring binders are discouraged; comb binding or similarly manageable binding is preferred.
- The technical proposal should not exceed fifty (50) pages, excluding cover letter, resumes, audited financial statements, required forms, and the separate financial proposal.

Mandatory Responsiveness Requirements

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

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

Proposal Organization

The technical proposal should be organized using the following tabs:

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

Tab 1 - Overview and Capability: Corporate background, years in business, overview of relevant experience, and a description of the entity or entities that will be financially responsible for the contract.

Tab 2 - Organization and Key Personnel: Organizational chart, local and principal office information, staffing plan, biographies or resumes of key personnel, subcontractor information, and replacement policies for key staff.

Tab 3 - Sales Strategy and Program Approach: Respondent's understanding of the Airport, recommended sales and marketing strategy, program concept, proposed media mix, approach to local/regional/national sales, and approach to preserving terminal aesthetics.

Tab 4 - Implementation and Operations Plan: Implementation schedule, first-year action plan, maintenance procedures, reporting approach, proposed capital or display improvements, approval workflow, and local coordination plan.

Tab 5 - Similar Engagements and References: Descriptions of the most significant comparable engagements, with contact information for client references.

Tab 6 - Financial Capacity: Audited financial statements for the last two (2) fiscal years or other reliable evidence of financial capability reasonably satisfactory to the District.

Tab 7 - Required Forms: Completed mandatory forms and any additional certifications requested in this RFP.

Tab 8 - Financial Proposal: Completed Financial Proposal submitted in a separate sealed envelope or separate electronic upload clearly labeled as the financial proposal.

3.4 Required Forms

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

Form No.	Description
1	Certification of Mandatory Responsiveness
2	Entity Detail
3	Non-Collusion Affidavit
4	Certification Regarding Lobbying
5	Debarment Certification
6	Trade Restriction Certification
7	Acknowledgement of Addenda
8	Sworn Statement on Public Entity Crimes
9	Drug-Free Workplace

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

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EVALUATION AND AWARD

1. Evaluation Overview

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

2. Mandatory Elements

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

3. Technical Evaluation Criteria

Evaluation Criterion	Maximum Points
Tab 1 - Overview and Capability	10
Tab 2 - Organization and Key Personnel	20
Tab 3 - Sales Strategy and Program Approach	20
Tab 4 - Implementation and Operations Plan	10
Tab 5 - Similar Engagements and References	10
Tab 6 - Financial Capacity	10
Financial Proposal	20
Total	100

Characteristics that may positively affect the score include responsiveness to the requested information, a clear understanding of the District's goals, a commercially credible revenue strategy, strong operational controls, proven experience with comparable airport or governmental advertising programs, financial stability, and value-added features that benefit the District without increasing District cost or risk.

4. Financial Proposal Scoring

To avoid combining unlike economic measures, the financial proposal will be scored using two equally weighted components: MAG and percentage rent. The highest proposed MAG will receive ten (10) points, and other proposals will receive points proportionally according to the formula: Respondent MAG / Highest MAG x 10. The highest proposed percentage rent will receive ten (10) points, and other proposals will receive points proportionally according to the formula: Respondent Percentage / Highest Percentage x 10. The sum of the two components will equal the Respondent's financial proposal score, up to a maximum of twenty (20) points.

5. Oral Presentations and Recommendation

The District may shortlist the highest-ranked Respondents for oral presentations, interviews, or discussions. The purpose of any such meeting will be to clarify proposals, explore program concepts, and assist the District in making a recommendation. Final award, if any, shall be made by the District Board of Directors.

6. Award and Post-Award Documents

The selected Respondent will be required to execute the final agreement in substantially the form attached as Attachment A and furnish all required insurance documents, security instruments, and other post-award documentation within the time required by the District. Nothing in the notice of intended award or negotiations creates a binding contract until the final agreement is fully executed by all required parties.

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FINANCIAL PROPOSAL FORM

TO: Northwest Florida Beaches International Airport

SUBMITTED: _____, 2026.

BIDDER NAME: _____

Having reviewed the RFP, the proposed scope of services, and the sample agreement, the undersigned offers the following financial proposal for the Airport Advertising Concessions Program. The financial proposal shall remain firm for at least ninety (90) days after the proposal opening unless a longer period is stated in the proposal.

Description	Financial Response
Year 1 Minimum Annual Guarantee (MAG)	\$ _____
Percentage Rent on Gross Revenues	_____ %

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

By submission of this bid, Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any other competitor.

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Email Address

Signature of Authorized Representative

Date

[END OF BID PROPOSAL FORM]

AIRPORT ADVERTISING CONCESSION AGREEMENT

This Airport Advertising Concession Agreement (the "Agreement") is made by and between the Panama City-Bay County Airport and Industrial District d/b/a Northwest Florida Beaches International Airport (the "District") and _____ (the "Concessionaire").

1. Scope of Concession

The District grants to the Concessionaire a non-exclusive right, subject to the terms of this Agreement, to market, sell, install, operate, maintain, service, repair, replace, and remove approved advertising media and related facilities in locations designated by the District at Northwest Florida Beaches International Airport. Concessionaire will provide services in accordance with the Scope of Work listed in Request for Proposals RFP-2026-05 ("the Bid").

2. Contract Documents

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

3. Term and Termination

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

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

4. Compensation

The Concessionaire shall pay the District (a) a first-year Minimum Annual Guarantee (MAG) of \$_____, payable in equal monthly installments in advance on or before the first day of each month, and (b) _____% of Gross Revenues, payable quarterly to the extent such percentage rent exceeds MAG previously paid for the same period. Gross Revenues shall be defined as set forth in the RFP and this Agreement. All payments shall be made without offset, deduction, or prior demand except as expressly permitted in the Agreement.

5. Financial Reporting; Books and Records; Audit

Within twenty (20) days after the close of each calendar quarter, the Concessionaire shall deliver a Gross Revenues statement and any additional percentage rent due. The Concessionaire shall maintain complete books and records relating to its Airport operations, retain them for at least thirty-six (36) months after expiration or termination, and make them available to the District for inspection and audit. The District may audit the Concessionaire's records at reasonable times. Audit deficiencies, late charges, and reimbursement of audit costs shall be handled as provided in the RFP and this Agreement.

6. Security Deposit

No later than the effective date, the Concessionaire shall provide a security deposit, letter of credit, or surety bond in an amount equal to the greater of \$25,000 or three (3) months of the first contract year MAG. The District may draw upon the security instrument to satisfy unpaid rent, charges, or other defaults, and the Concessionaire shall immediately replenish the security after any draw.

7. Advertising Locations and District Approval

All advertising locations shall be designated by the Executive Director or designee. No display may be installed or materially modified without prior written approval. The District may reject unsuitable advertising, require removal of objectionable displays, and require relocation or removal of displays for safety, security, operational, maintenance, or redevelopment purposes. The District may use unsold inventory for public information or Airport promotional purposes at no cost.

8. Installation, Maintenance, Utilities, and Standards

The Concessionaire shall bear all costs of installation, operation, maintenance, repair, and removal of its displays and related equipment, except as otherwise expressly stated in the Agreement. The Concessionaire shall maintain all displays in first-class condition and promptly repair deficiencies after notice. Existing 110-volt electrical service may be provided by the District where available, but the Concessionaire shall pay the cost of any additional utility work required for its installations unless otherwise approved in writing.

9. Insurance and Indemnification

Concessionaire shall maintain the insurance required by the RFP and provide certificates of insurance naming the District as an additional insured on liability policies. Prior to commencing any work, notwithstanding the provisions of any Notice of Award or Intent to Award issued by the District, Concessionaire shall furnish to the District such certificates of coverage and certified copies of policies.

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

If any third-party claim is made against the District that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the District shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to

join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

10. Compliance with Law; Nondiscrimination; Security

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

11. Assignment and Subcontracting

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

12. Default and Remedies

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

13. Force Majeure

Neither party shall be liable for delay or failure in performance caused by events beyond its reasonable control, including acts of God, war, terrorism, labor disputes, governmental action, utilities interruption, or similar events; provided, however, that force majeure does not excuse the obligation to pay amounts already accrued unless the parties agree otherwise in a written amendment.

14. Notices

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

If to District:

If to Concessionaire:

15. Public Records

To the extent applicable under section 119.0701, Florida Statutes, the Concessionaire shall comply with Florida public records requirements applicable to contractors acting on behalf of the District.

16. Governing Law and Venue

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

17. Miscellaneous

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

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

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

18. Entire Agreement

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

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

RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

- Notice to Proposers
- Request for Proposals
- Scope of Work
- Bidder's Proposal
- Terms and Conditions
- Notice of Award
- Agreement
- Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

19. Required Title VI / Nondiscrimination Provisions

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

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

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

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

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

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

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

RFP-2026-05 AIRPORT ADVERTISING CONCESSIONS

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

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

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

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



PUBLIC ANNOUNCEMENT RFP-2026-05 AIRPORT ADVERTISING CONCESSION

Panama City – Bay County Airport and Industrial District (District) issues this **Request for Proposals (RFP)** seeking qualified firms to develop, market, sell, install, maintain, and operate the Airport Advertising Concessions Program at the District.

Any updates that may be required

www.demandstar.com

➤ Navigate to:

- *Florida, Bay County, Panama City – Bay County Airport and Industrial District*
- *ITB-2026-05, Airport Advertising Concession*

SOLICITATION TIMELINE

EVENT	TIME	DATE
Solicitation Release Date	4:00 PM CDT	April 20, 2026
Mandatory Pre-Proposal Conference	10:00 AM CDT	April 30, 2026
Questions from Proposers to warrant a response/Addendum	12:00 PM CDT	May 5, 2026
Final Addendum Release	4:00 PM CDT	May 12, 2026
Proposals – Deadline & Opening	2:00 PM CDT	May 28, 2026
Review Committee Ranking – Public Meeting	2:00 PM CDT	June 16, 2026
Estimated Board Award	9:00 AM CDT	June 24, 2026

PROCUREMENT OFFICER:

Gerri Lynn Faircloth, Contract and Procurement Manager

P: (850) 636-8993 ➔ E: gfaircloth@pcairport.com