



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. RFP-2026-15

FOR

**PUBLIC RELATIONS & MARKETING SUPPORT
SERVICES**

FOR

**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**

September 23, 2026

NOTICE TO RESPONDENTS

The Panama City – Bay County Airport and Industrial District (“District”) is accepting sealed Proposals from a firm or team to provide integrated public relations (“PR”) and marketing support services (“Services”) to promote the Northwest Florida Beaches International Airport (“Airport” or “ECP”).

Responses must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes. A mandatory Pre-Proposal meeting will be held September 29, **2026, at 10:00 AM CDT**, at on the second floor of the Terminal Building, in the Airport Board Room. Please enter the door labeled “Admin Office” directly behind the TSA lines and proceed to the second floor where you will check in with reception. Virtual attendance shall be offered via Zoom, link provided below.

Individuals attending via Zoom shall join the link below and register their company name and the representative’s name for that company in the chat and must be in attendance for the duration of the pre-proposal meeting to be eligible to respond to this RFP.

All proposals must be received no later than **October 20, 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 **September 23, 2026**.

- One original and three copies along with a USB flash drive of the Technical Response, and one original of the Financial Response Form in a separate sealed envelope, are to be delivered to the District at the address below. Any sealed proposals submitted on paper must identify and clearly mark the bid # **RFP-2026-15 PUBLIC RELATIONS & MARKETING SUPPORT SERVICES** on the package. Receipt of a proposal by any personnel other than a representative in the Administrative Office 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
Administrative Office
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 procurement process and selection to apply to this solicitation. All updates shall be posted on OpenBids (formerly DemandStar) only.

It is the sole responsibility of the Respondents to determine if any addenda have been issued. The due date for questions will be **12:00PM CDT (NOON) ON OCTOBER 5, 2026**. All questions

regarding the solicitation documents shall be directed to **Gerri Lynn Faircloth, Contracts and Procurement Manager**, via email: procurement@pcairport.com. **This includes any questions or requested changes to the Agreement for services with this proposal.** Should the District receive official questions the District shall provide answers via an addendum to the solicitation. 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.

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	September 23, 2026
Mandatory Pre-Proposal Conference	10:00 AM CDT	October 1, 2026
Questions from Proposers to warrant a response/Addendum	12:00 PM CDT	October 5, 2026
Final Addendum Release	4:00 PM CDT	October 9, 2026
Proposals – Deadline & Opening	2:00 PM CDT	October 20, 2026
Review Committee Ranking – Public Meeting	2:00 PM CDT	November 2, 2026
Estimated Board Award	9:00 AM CDT	November 18, 2026

The District reserves the right to accept or reject any and all Responses in whole or in part, to waive informalities in the RFP documents, to obtain new Proposals, or to postpone the opening of RFP, or proceed by whatever means as allowed by law. Each Proposal shall be valid 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 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 Purchasing Policy, 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 Respondents with demonstrated experience to provide public relations and marketing support services for the needs of promoting the Northwest Florida Beaches International Airport. The awarded Respondent, at a minimum, will be responsible for advertisements, establishing and building upon public relations, crisis communication planning and support, publications and collateral material, and community and media relations.

Respondents must be registered to do business in Florida (or eligible to obtain such registration before contract execution), possess all required licenses (if applicable), submit a complete proposal responsive to this RFP, and have at least five (5) years of relevant experience in the services described in the Scope of Services performed within the last ten (10) years as further described herein.

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 (FAA) 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	1,937,224
2026 (through June)	1,024,926

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.

Drug-Free Workplace

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

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.

Insurance Requirements

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

Badging, Safety, and Security

The selected Respondent, 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 Respondent 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 Respondent warrants that all services provided will conform to the requirements of the contract documents and be performed in accordance with the professional standards of the industry.

SCOPE OF SERVICES

BACKGROUND AND OBJECTIVES

Panama City – Bay County Airport and Industrial District (“District”) is seeking a qualified firm or team to provide integrated public relations (“PR”) and marketing support services (“Services”) to promote the Northwest Florida Beaches International Airport (“Airport” or “ECP”).

The objective is to raise awareness of the Airport’s air services and amenities to increase passenger traffic and enhance stakeholder engagement. The selected firm will act as a strategic communications and marketing development partner, aligning PR and marketing activities with the Airport’s strategic plan, financial targets, and regulatory requirements. Services include, but are not limited to, the following:

- a. Advertising;
- b. Public Relations;
- c. Event Planning;
- d. Crisis Communications Planning and Support;
- e. Publications, Newsletter, and Collateral Material creation; and
- f. Community and Media Relations.

GOALS

The District intends to contract with a firm that will assist in meeting the following goals and objectives while ensuring compliance with all applicable local, federal and state laws, rules regulations, and Airport policies:

- a. Increase positive media coverage and public visibility for the Airport;
- b. Strengthen brand equity and consistent messaging across channels;
- c. Build and maintain productive relationships with airport tenants, industry associations, tourism partners, local government, and community stakeholders; and
- d. Provide data-driven insights, measurement, and accountability for all activities.

Scope of Work (Integrated and Interconnected Services)

The following scope is intended to be delivered holistically. Respondents may organize teams to meet the requirements detailed herein, but at a minimum, proposals shall clearly cover the components described herein.

1. Public Relations and Communications

- a. Strategizing and Planning: Develop and implement a comprehensive PR strategy and an annual media plan aligned with Airport goals.
- b. Media Relations: proactive pitch development, press releases, media advisories, interview coordination, and inbound media inquiries; building ongoing relationships with local, national, and industry outlets; and crisis communications planning and response.
- c. Executive Communications: messaging for the CEO and Marketing Manager, Marketing and Communications; ghostwrite speeches, opinion editorials, and talking points; media training for senior staff.
- d. Content and Assets: create and maintain a newsroom/information hub, fact sheets, backgrounders, FAQs, and press kits; and oversee social and multimedia content (video, photography), as needed.
- e. Monitoring and Analytics: media monitoring, sentiment analysis, competitive benchmarking; monthly reporting with key performance indicators (KPIs) and actionable recommendations.

- f. Thought Leadership and Community Outreach: coordinate with local business groups such as chambers of commerce, tourism boards, and auxiliaries.
- g. Meetings: organize press events and briefings as well as special events as appropriate.

2. Marketing and Brand Management

- a. Brand Strategy and Identity Governance: ensure consistency of voice, tone, and visual identity across all channels; refresh brand and guidelines as needed.
- b. Campaign Development and Digital Marketing: integrated campaigns (search, social, display, email) to raise awareness, promote routes, and drive engagement; search engine optimization and monetization (SEO/SEM) strategy; landing pages; conversion tracking.
- c. Website and Content: updates to www.iflybeaches.com website; content calendar; blog/newsroom; Airport landing pages for routes and promotions.
- d. Advertising and Partnerships: media planning/buying across traditional and digital channels; sponsorships and partnerships with tourism boards, regional attractions, and local businesses; influencer collaborations when appropriate.
- e. Events and Promotions: coordination of route announcements, open houses, and other promotional events.
- f. Measurement and Optimization: quarterly analytics reports with return on ad spend (ROAS), click-through rate (CTR), conversion metrics, and recommended optimizations.
- g. Media Training for organizational leadership and Board of Directors as requested.

3. Data, Reporting, and Evaluation

- a. Establish and maintain performance dashboards for PR and marketing activities.
- b. Regular Reporting Cadence: monthly status updates, quarterly deep-dives, and an annual performance report against milestones and KPIs.
- c. Establish success metrics and return on investment (ROI) models for campaigns, brand and initiative efforts as requested.

4. Stakeholder Engagement and Governance

- a. Coordinate with District leadership, tenants, tourism authorities, local government, and community groups.
- b. Provide communications support for public meetings, hearings, and stakeholder briefings.
- c. Maintain a transparent line of communication and documentation for all major initiatives.

5. Deliverables

Deliverables shall include, but not be limited to, the following

- a. Annual PR and Marketing Plan and calendar;
- b. Brand guidelines and updated asset library;
- c. Press kits, Q&A documents, and executive briefing materials;
- d. Content and creative assets for copy, visuals, video scripts, social content calendars;
- e. Final project closeout report with learnings and recommendations; and
- f. Monthly analytics and performance reports.

6. Budget and Expenditures

- a. All cost associated with performing the services described herein shall be submitted on an annual basis with a fixed fee that will be divided into twelve (12) equal installments.
- b. Contractor shall be compensated for all services performed or procured in the scope of services. Contractor shall provide a projected budget to include all software, subscriptions, promotional activities and materials to the District on an annual basis 30 days prior to the end of the current year. Budgets shall include supporting documentation to evidence the cost associated with all services.

- c. Ad hoc services will be billed at the hourly rates submitted in the proposal and production or purchase of material used in the ad hoc service shall be a reimbursable cost to the extent the District agrees in writing of the associated cost. Invoicing and Payment for ad hoc services will be monthly; net [30] days; receipts required for reimbursable costs.
- d. Compliance: All activities must comply with applicable local, state, and federal laws, FAA/DOT guidelines where applicable, and Airport policies.

7. Confidential Information

The Contractor will protect, defend, indemnify, and hold harmless the District for claims, cost, fines and attorney fees arising from or relating to its designation of materials that are trade secret or otherwise confidential.

8. Ownership and Assignment of Intellectual Property

The following provisions shall apply to all services under this Contract.

- a. Work Made for Hire. The Contractor shall agree that all materials, including but not limited to marketing campaigns, public relations materials, press releases, copy, graphics, logos, videos, data, and strategies, created, developed, or produced by the Contractor (either solely or jointly with others) for the District under this Agreement (collectively, the "Deliverables") shall be considered a "work made for hire" to the maximum extent permitted by applicable copyright law.
- b. Assignment of Rights. To the extent any deliverable does not qualify as a "work made for hire," the Contractor hereby irrevocably, unconditionally, and perpetually assigns, transfers, and conveys to the District all right, title, and interest worldwide in and to such Deliverables. This includes all intellectual property rights, copyrights, trademarks, trade secrets, and patents, effective immediately upon the creation of the work, without the need for further compensation or documentation.
- c. Third-Party Materials. If the Contractor incorporates any third-party materials (such as stock photography, fonts, open-source software, or music) into the deliverables, the Contractor must secure all necessary perpetual, worldwide, royalty-free licenses for the District's benefit. The Contractor must notify the Company in writing of any such third-party elements and their respective licensing terms must be documented and approved prior to incorporation.
- d. Contractor Background IP. The Contractor retains ownership of its pre-existing methodologies, frameworks, proprietary software, and tools used to create the deliverables ("Background IP"). However, the Contractor hereby grants the District a non-exclusive, perpetual, worldwide, royalty-free license to use, modify, and display any Background IP embedded within the deliverables to the extent necessary for the full enjoyment and use of the deliverables.
- e. Contingency Upon Payment. Notwithstanding anything to the contrary in this Contract, the assignment of intellectual property rights set forth in this Contract shall become effective only upon the District's payment in full of all undisputed invoices and fees due to the Contractor for the creation of those specific deliverables. Prior to such payment, the Company shall have a temporary, revocable, non-exclusive license to review and evaluate the deliverables solely for the purpose of approval and testing, but shall have no right to use, publish, or commercially exploit the deliverables.

9. Compliance and Local Requirements

- EEO and Diversity: Compliance with equal opportunity and applicable local diversity requirements.

10. Accessibility

- Accessibility of Materials: All materials shall be accessible to persons with disabilities; provide alternate formats if requested.
- Community Engagement: Any commitment to engage with local communities, including opportunities for public input and feedback.

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APPENDIX A
DETAILED SCOPE OF WORK BY TASK AND DELIVERABLE

A. TASK AND DELIVERABLE

Establish project governance, communication protocols, and develop an integrated Public Relations and Marketing Strategy.

➤ **Task 1 – Project Initiation and Strategic Planning**

Activities

- Conduct project kickoff meeting with District leadership.
- Review existing marketing materials, branding, communication plans, strategic plans, and performance data.
- Identify key stakeholder groups and communication priorities.
- Develop annual Public Relations and Marketing Strategic Plan.
- Develop annual editorial and campaign calendar.
- Establish project management and reporting processes.

Deliverables

- Project Management Plan
- Communications Protocol
- Annual Public Relations Strategy
- Annual Marketing Strategy
- Annual Editorial Calendar
- Campaign Calendar

➤ **Task 2 – Public Relations and Media Relations**

Activities:

- Develop proactive media outreach campaigns.
- Prepare and distribute press releases and media advisories.
- Coordinate interviews and media opportunities.
- Maintain media contact database.
- Respond to media inquiries.
- Develop crisis communication messaging and response materials.
- Coordinate press conferences and special events.
- Prepare executive talking points, speeches, and presentations.

Deliverables

- Press Releases
- Media Advisories
- Media Lists
- Executive Briefing Materials
- Crisis Communication Plan
- Press Kits
- Interview Preparation Materials
- Monthly Media Activity Reports

➤ **Task 3 – Marketing and Brand Management**

Activities

- Maintain brand consistency across all platforms.

- Update brand standards and messaging guidelines.
- Develop integrated advertising campaigns.
- Coordinate digital advertising.
- Develop promotional campaigns supporting air service development.
- Coordinate cooperative marketing partnerships.
- Produce print and digital marketing collateral.

Deliverables

- Updated Brand Guidelines
- Campaign Plans
- Advertising Creative
- Digital Marketing Assets
- Print Materials
- Promotional Graphics
- Marketing Calendar

➤ **Task 4 – Digital Marketing and Website Support**

Activities

- Website updates.
- Landing page development.
- Search Engine Optimization (SEO)
- Search Engine Marketing (SEM)
- Email marketing campaigns.
- Social media strategy and content.
- Video and photography coordination.
- Performance optimization.

Deliverables

- Website Updates
- Landing Pages
- SEO Reports
- SEM Campaign Reports
- Email Campaigns
- Social Media Calendar
- Video Scripts
- Digital Asset Library

➤ **Task 5 – Stakeholder Engagement**

Activities

- Coordinate communications with:
 - Airport tenants
 - Airlines
 - Tourism organizations
 - Chambers of Commerce
 - Local governments
 - Economic development organizations
 - Community groups
- Support public meetings
- Coordinate community outreach initiatives

Deliverables

- Stakeholder Communication Plan
- Meeting Materials
- Presentation Decks
- Public Information Materials
- Community Outreach Reports

➤ **Task 6 – Events and Promotions**

Activities

- Plan and coordinate:
 - Air service announcements
 - Airline inaugurals
 - Community events
 - Promotional events
 - Press conferences
 - Ribbon cuttings
- Coordinate event logistics

Deliverables

- Event Plans
- Event Schedules
- Promotional Materials
- Event Reports
- Photography Coordination
- Vendor Coordination

➤ **Task 7 – Analytics and Performance Reporting**

Activities

- Media monitoring
- Social media monitoring
- Website analytics
- Campaign performance measurement
- ROI analysis
- Competitive benchmarking
- Passenger awareness tracking (when applicable)

Deliverables

- Monthly Performance Dashboard
- Quarterly Performance Report
- Annual Performance Report
- KPI Summary
- ROI Analysis
- Campaign Recommendations

➤ **Task 8 – Project Management**

Activities

- Monthly status meetings
- Budget monitoring
- Schedule management

- Risk management
- Quality assurance
- Coordination with Airport staff
- Coordination with subcontractors (if applicable)

Deliverables

- Monthly Status Reports
- Risk Register
- Project Schedule Updates
- Budget Status Reports
- Meeting Minutes
- Final Closeout Report

**Note: All of the above tasks shall be included in the Annual Retainer paid to the firm. Ad hoc services may only be obtained outside the scope of the services above and at an agreed upon hourly rate plus costs, which can include a not-exceed-cap. **

B. PERFORMANCE MILESTONES

Milestone	Estimated Completion
Notice to Proceed	Contract Award
Project Kickoff	Within 10 business days
Strategic Communications Plan	Within 45 days
Brand & Marketing Plan	Within 60 days
Monthly Reporting Begins	Month 1
Quarterly Reviews	Every 3 months
Annual Performance Report	Annually from date of Notice to Proceed
Final Closeout Report	Contract Completion

C. FINANCIAL CONSEQUENCES

The District reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following shall be assessed for non-performance or implement other appropriate remedies such as termination or non-renewal when Contractor has failed to comply with the provisions of the Contract.

1. Deduct \$200 per incident for late submittals.
2. Assess a 2% reduction in payment for a missed submittal.
3. For all service related failures, the District shall assess a 1% to 10% percent reduction in payment depending on the critical nature of the service.

SUBMITTAL RESPONSES

Format

Proposals 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 response should be concise and address the items requested below.

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 services with relevant work performed within the last ten (10) years.
- Demonstrate the ability to satisfy the insurance 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: Qualifications and Experience of Firm and Personnel

- Corporate background, years in business, and a description of the entity or entities that will be financially responsible for the contract.
- Core competencies, accreditations or certifications.
- Relevant experience with public sector clients, airports, or transportation agencies.
- Strength of the proposed team and demonstrated credentials, including providing an organizational chart, local and principal office information, staffing plan, biographies or resumes of key personnel, subcontractor information, and replacement policies for key staff.

Tab 2: Technical Approach and Work Plan

- Clarity and feasibility of the proposed approach to PR and marketing.
- Alignment with airport goals and a realistic, measurable timeline.
- Creativity and innovativeness balanced with practicality and risk management.
- Quality of proposed governance, communication cadence, and escalation paths.

Tab 3: Relevant Experience and Past Performance

- Demonstrated outcomes, measurable impact, and client references for similar projects.
- Quality of deliverables and ability to meet deadlines.

Tab 4: Project Team Structure and Communication Plan

- Clarity of roles, reporting lines, and governance structure to ensure accountability and timely delivery.

Tab 5: Financial Proposal

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

Tab 6: Required Forms

- Each Respondent shall include all mandatory forms and attestations in this section of the Proposal. The mandatory elements of the RFP will receive a pass/fail and shall determine if that Respondent's proposal shall be considered for the technical review.

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 any reference checks reveals concerns about the firm's past performance or their ability to successfully perform the services requested via 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.

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FINANCIAL PROPOSAL FORM

Having become familiar with the scope of services and having reviewed the District's terms and conditions contained throughout this RFP and the Agreement, the undersigned proposes to provide services at the fixed rate set forth herein during the initial three-year term of the Agreement and optional renewals 1 and 2. Bidder understands that these annual costs are all-inclusive except for specific ad hoc services requested by the District to be charged at the fixed hourly rates below.

A. Rate Schedule for Services

Description of Task	Annual Cost Years 1-3	Renewal Option 1	Renewal Option2
Firm Retainer Fee	\$ _____	\$ _____	\$ _____

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

RESPONDENT:

 Name of Vendor

 Name of Authorized Representative

 Address

 Phone Number and Email Address

 Signature

 Date

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

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

3. Technical Evaluation Criteria

Evaluation Criterion	Maximum Points
Tab 1 - Qualifications and Experience of Firm and Personnel	25
Tab 2 - Technical Approach and Work Plan	40
Tab 3 - Relevant Experience and Past Performance	15
Tab 4 - Project Team Structure and Communication Plan	5
Tab 5 - 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

The lowest Annual Cost for Years 1-3 and Renewal Options 1 and 2, as combined, shall be awarded the most points on the Financial Proposal. Points shall be distributed on a pro rata basis comparatively among bidders thereafter. Price points will be determined in accordance with the following formula:

Lowest Combined Price – A

Proposer's Combined Price – B

Total Possible Points for Price – C

Points Earned by Proposer – D

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

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 the form attached with this Bid 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 creates a binding contract until the final Agreement is fully executed by all required parties.

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PUBLIC RELATIONS & MARKETING SUPPORT SERVICES AGREEMENT

This Agreement is between the Panama City–Bay County Airport and Industrial District, an independent special district of the State of Florida, doing business as Northwest Florida Beaches International Airport (the “District”), and _____, a _____ (the “Contractor”). The parties agree as follows:

1. Services and contract documents

1.1 Engagement. The District engages Contractor, on a nonexclusive basis, to perform the public relations, marketing, communications, digital-content, event, and related services as described in the Scope of Services in RFP-2026-15 (“the RFP”), attached hereto as Exhibit I (“Services”). Contractor shall provide the personnel, supervision, ordinary tools, and support necessary to deliver the agreed Services. No minimum amount of external purchases or ad hoc work is guaranteed.

1.2 Documents. This Agreement includes Exhibit I (Scope of Services, including its completed workload schedule); Exhibit II (Price Proposal); Exhibit III (FAA Sponsor Civil Rights Provisions); and Exhibit IV (Conditional Federal-Assistance Provisions). The RFP, written addenda, and the Contractor’s proposal are incorporated herein.

1.3 Priority. Applicable mandatory law and federal provisions control. Subject to that rule, the order of precedence is: signed amendments; this Agreement’s body; its exhibits; solicitation addenda, most recent first; other RFP documents; and the accepted proposal. Exhibit II controls approved prices. Proposal qualifications, website terms, click-through terms, purchase acknowledgments, and third-party indemnities do not amend this Agreement unless expressly approved in a signed amendment by an authorized District representative.

2. Effective date; term; renewals

This Agreement becomes effective upon execution by the last party after required District approval. Services and the three-year initial term begin on the commencement date in the District’s written notice to proceed (“NTP”). Each successive 12-month period is a “Contract Year.” The Agreement will renew automatically for two additional one-year renewal options, subject to available budgeted funds and satisfactory performance.

3. Contract administration; staffing; standard of care

3.1 Authority. The Executive Director or authorized designee is the District’s contract administrator. Routine creative approvals may be delegated in writing. Only a District representative with delegated purchasing authority may authorize expenditures. Contractor shall designate an account lead and a qualified backup and maintain current daytime and emergency contacts. Contractor remains responsible for its personnel, subcontractors, payroll, taxes, and licenses as an independent contractor.

3.2 Performance. Contractor shall perform with the skill, care, accuracy, and diligence ordinarily exercised by qualified airport/public-sector communications firms performing comparable services, and in accordance with the approved plans and schedules. Key personnel identified in the accepted proposal may not be materially reduced or replaced without District approval, not unreasonably withheld where equally qualified personnel are proposed. Contractor shall disclose actual or reasonably apparent conflicts affecting its objective performance, including competing

engagements or vendor financial interests, and implement an approved mitigation plan. This does not prohibit unrelated clients or impose a general noncompetition obligation.

3.3 Plans and review. Contractor shall meet Exhibit I's milestones and provide monthly work plans, deliverables, status reports, and budget reconciliations. The District will endeavor to review ordinary submissions within ten business days. Contractor shall promptly identify information or approvals needed from the District and their effect on deadlines. Silence is not approval to publish or incur costs. The District may reasonably adjust an affected deadline in writing for a documented District-caused delay.

4. Communications approval; crisis readiness

4.1 Public statements. Contractor may publish, distribute, place, or materially alter communications only after approval by the District's designated representative, including approval of a content calendar where the calendar expressly authorizes scheduled publication. Contractor shall verify material factual claims, honor airline/tenant embargoes, and promptly correct its errors. Statements about emergencies, security, investigations, casualties, litigation, or regulatory matters require express approval through the District's emergency or communications chain of command.

4.2 Availability. Contractor shall maintain a trained primary and backup crisis contact available 24 hours per day, 7 days per week. On District activation, Contractor shall acknowledge the request within 30 minutes and provide an initial response plan and proposed holding statement within two hours after receiving sufficient verified information, subject to District approval before release. Exhibit I distinguishes included readiness and initial response from any separately authorized extended activation. An emergency does not itself authorize extra fees, a media purchase, disclosure of protected information, or an unauthorized public statement. Contractor shall maintain continuity arrangements appropriate to hurricane and other Airport disruptions.

5. Compensation; expenditures; payment

5.1 Retainer. The annual fixed retainer in Exhibit II is payable in twelve equal monthly installments in arrears for the agreed baseline Services. It includes ordinary overhead, account management, routine software/tools, communications, staffing, and the specifically included workload. Contractor may not also bill hourly for retainer work. Partial initial or final months will be prorated according to the period of performance, subject to documented adjustments for unperformed Services under Section 16.

5.2 External costs. Paid media, printing, outside production, dedicated third-party subscriptions, approved event vendors, and other external purchases are reimbursable only if specifically identified and authorized in writing before commitment. Reimbursement is at actual net cost, supported by third-party invoices and proof of placement or delivery. No markup, commission, management percentage, rebate retention, or undisclosed affiliate profit is allowed unless a specifically identified fixed fee is expressly included in Exhibit II. All discounts, commissions, credits, refunds, unused placements, and make-goods attributable to District purchases shall benefit the District. Contractor shall disclose affiliate transactions before approval. General overhead and tools already included in the retainer are not reimbursable external costs.

5.3 Additional work. Services exceeding an expressly stated baseline, or otherwise outside the included Services require a written work authorization identifying deliverables, schedule, authorized personnel/rates or fixed price, external costs, and an aggregate not-to-exceed amount. Hourly charges require contemporaneous personnel, date, task, and time records. Contractor

shall not exceed an authorization or rely on an annual budget as authority for a particular purchase. Contractor shall obtain approval before committing cancellation charges, nonrefundable deposits, subscription renewals, or commitments extending beyond the authorized service period.

5.4 Invoices. Contractor shall submit monthly invoices by the tenth day of the following month, separately identifying the retainer, approved external costs, and approved ad hoc work, together with work-authorization numbers and supporting documentation. Invoices shall show budget used, commitments, and remaining balances. The District shall pay undisputed amounts within 30 days after receipt of a proper invoice. Invoice review, rejection, disputes, payment timing, and interest are subject to the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. The District shall identify disputed charges with reasonable detail and pay undisputed portions timely.

5.5 Limits. Reimbursement for travel requires advance written approval and compliance with applicable District travel rules and law, with receipts; ordinary commuting is not reimbursable. Contractor is responsible for taxes on its purchases unless a lawful District exemption or approved direct purchase applies. Contractor shall not use the District's tax exemption without written authorization. Compensation cannot exceed approved annual and task limits without a lawful written amendment. The District does not guarantee any ad hoc or media-buy volume.

6. Airport revenues; federal funding; disadvantaged-business programs

6.1 Airport purpose. Contractor shall plan and document campaigns and cooperative expenditures to promote ECP, its air service, facilities, or Airport-related activities. Contractor shall identify the Airport benefit, cost allocation, and partner contributions. Airport funds shall not subsidize unrelated destination promotion, general economic development, an airline's operating costs, or an unauthorized private benefit. Airline-specific incentives, revenue guarantees, sponsorship commitments, or cooperative campaigns require separate written District approval and compliance with applicable FAA revenue-use and nondiscrimination requirements. Approval of creative content alone is not expenditure or incentive-program approval.

6.2 Sponsor obligations. Contractor shall comply with Exhibit III regardless of whether this Agreement is federally funded and shall not interfere with the District's continuing federal obligations. The District retains its powers, regulatory responsibilities, and responsibility for sponsor assurances. Contractor shall reasonably cooperate with lawful FAA/DOT compliance reviews and District implementation of applicable grant requirements.

6.3 Funding determination. No federal funds may be charged unless the District identifies the funding source and eligible work in Exhibit II or a lawful written amendment. AIP eligibility is not presumed merely because the District is an AIP sponsor. Before soliciting or authorizing federally assisted work, the District must identify the applicable award, determine cost eligibility, satisfy required procurement and approval procedures, and provide applicable grant conditions and solicitation-stage certifications. Exhibit IV supplies conditional provisions for ordinary FAA-assisted professional services, not an eligibility determination or a substitute for an award-specific review. Costs and records for each funding source shall be separately identifiable. A later funding change does not cure a noncompliant procurement retroactively.

7. Ownership; licensing; accounts; publicity

7.1 District work product. "Deliverables" means all work product created specifically for the District under this Agreement, including drafts, copy, artwork, photographs, video, recordings,

reports, plans, data, designs, editable/source files, and campaign assets. Deliverables are works made for hire to the extent legally permissible. To the extent the Deliverables are not works made for hire, Contractor presently assigns to the District all right, title, and interest in those Deliverables upon creation. Contractor shall obtain corresponding employee/ subcontractor assignments and execute reasonable confirming documents without additional charge. Ownership is not conditioned on payment of unrelated or disputed invoices. Contractor retains its contractual right to payment but may not disable District accounts, withhold public records, or revoke District publication rights to collect a debt.

7.2 Background and third-party materials. Contractor retains its preexisting tools and materials specifically disclosed as background intellectual property. For background material incorporated into or necessary to use a Deliverable, Contractor grants the District a perpetual, irrevocable, worldwide, nonexclusive, paid-up license to use, reproduce, modify, distribute, display, and permit District service providers to use it for District purposes. Before incorporating third-party materials, Contractor shall identify all license, attribution, duration, territory, platform, renewal, and transfer restrictions and obtain District approval. Contractor shall secure rights sufficient for the approved intended use; any nonperpetual license or continuing charge requires express approval. Contractor shall deliver an asset/license register and obtain required talent, music, photograph, trademark, location, and other releases. District approval of content does not excuse Contractor's failure to obtain the approved rights.

7.3 District control. District domains, social-media accounts, advertising accounts, analytics properties, mailing lists, and campaign data shall be established in the District's name where supported by the platform. The District shall retain owner/administrator access; Contractor shall use delegated access rather than exclusive control. Contractor shall provide usable exports, editable files, licenses, and an organized asset library throughout performance and at closeout. Where a platform cannot support District ownership, Contractor must obtain prior approval of a documented access and portability arrangement. District data may not be sold, reused for other clients, or used to train a general-purpose model. Contractor shall not use the District's name, logo, or work as an endorsement or portfolio case study without written approval.

8. Digital security; confidentiality; lawful content

Contractor shall use reasonable safeguards appropriate to the data and platforms involved, including multifactor authentication where available, least-privilege access, current security updates, secure credential transfer, backups, and prompt removal of departed personnel. Contractor shall notify the District without undue delay, and in any event within 24 hours after discovery, of actual or reasonably suspected unauthorized access, disclosure, compromise, or loss involving District data or accounts; preserve evidence; mitigate; and cooperate with response and legally required notifications. Contractor may not issue public incident notices on the District's behalf without approval except where independently required by law.

Contractor shall protect legally confidential information, personal information, and Sensitive Security Information under applicable law, including 49 CFR Part 1520 when applicable. Public-records law controls disclosure; this Agreement does not promise confidentiality for every document. Contractor shall promptly route record requests to the custodian and preserve responsive content, including social-media posts and communications. Confidential material may not be entered into public generative-AI services. Any approved AI-assisted work remains subject to human verification, rights clearance, and the same confidentiality and accuracy requirements; materially synthetic depictions of people or Airport events require prior District approval and appropriate disclosure.

Advertising, email, endorsements, contests, influencer activity, and data collection must comply with applicable law and platform requirements. Material sponsorship relationships must be disclosed. Contractor shall not purchase fake engagement, invent testimonials, knowingly publish misleading claims, or moderate a District forum on its own initiative. Moderation shall follow District-approved rules, applicable constitutional requirements, and public-records preservation obligations.

9. Accessibility; Airport safety and access

9.1 Accessible communications. New or modified District web content, mobile content, and electronic documents produced or maintained by Contractor shall meet WCAG 2.1 Level AA as a contractual standard to the extent applicable to the content, and comply with applicable disability-access and effective-communication law. Contractor shall provide appropriate headings, alternative text, accessible document structure, captions/transcripts, keyboard access, and contrast, and correct nonconforming Contractor work without additional charge. Contractor shall assist with alternate formats and language access consistent with the District's approved plans and applicable law.

9.2 Safety and access. Contractor shall comply with Airport, TSA, and applicable FAA safety/security rules. Personnel requiring access shall obtain required training, badges, background checks, escorts, and authorizations at Contractor's expense unless Exhibit II states otherwise. No airfield driving, restricted-area photography, drone operation, interference with passengers, or access to an operationally sensitive area is allowed without prior District permission and all independently required regulatory authorizations. Contractor shall coordinate events, photography, temporary equipment, and vendors with Airport operations. No leasehold or exclusive property right is conveyed. Required access may be restricted for operational or security reasons.

10. Insurance

Contractor shall maintain the following coverage with insurers authorized to provide the coverage in Florida, furnish certificates and required endorsements before work begins, and require appropriate insurance from subcontractors. Coverage shall apply to the actual Services; a standard exclusion that removes the principal contracted exposure is not acceptable.

Coverage	Minimum limits / requirements
Workers' compensation / employers' liability	Statutory workers' compensation where required; employers' liability \$1,000,000 each accident / disease policy limit / disease each employee.
Commercial general liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate; include personal/advertising injury and contractual liability.
Business automobile liability	\$1,000,000 combined single limit for owned, hired, and nonowned vehicles used for the Services. Higher airside limits, if needed, must be specified before authorizing airside vehicle operations.
Professional / media liability	\$1,000,000 each claim and aggregate; cover professional errors and omissions and media exposures, including defamation, privacy, and infringement to the extent insurable.

Coverage	Minimum limits / requirements
Cyber / privacy liability	\$500,000 each claim or event; \$1,000,000 aggregate; cover data/network incidents and response costs arising from the Services.

The District, its officers, and employees shall be additional insureds under commercial general liability and automobile liability, and any applicable excess liability, for liability caused in whole or in part by Contractor's performance. Those coverages shall be primary and noncontributory to District coverage to the extent of the additional-insured endorsement. Additional-insured status is not required on workers' compensation or professional/media liability. Claims-made policies shall have an appropriate retroactive date and be continued, or include reporting-tail coverage, for three years after Services end. Contractor shall provide policy/endorsement copies on reasonable request.

Contractor shall give the District at least 30 days' advance notice of cancellation or material reduction when known that far in advance, ten days for nonpayment cancellation when available, and otherwise immediately upon learning of the change. Contractor shall request insurer notice endorsements where commercially available and shall prevent any lapse. Insurance does not limit contractual liability.

11. Indemnification

To the extent caused by Contractor's or its personnel's or subcontractors' negligence, recklessness, willful misconduct, material breach of this Agreement, or infringement of third-party intellectual-property rights in Contractor-provided materials, Contractor shall indemnify and hold harmless the District and its officers, agents, and employees from third-party claims, damages, liabilities, judgments, and reasonable defense costs. Contractor shall defend covered claims with counsel reasonably acceptable to the District, subject to allocation to the extent a claim is attributable to the District's own fault. Contractor is not required to indemnify the District for the District's sole negligence or unauthorized alteration of a Deliverable that causes the claim. No settlement may admit District wrongdoing or impose nonmonetary obligations on the District without its consent. The District shall promptly notify Contractor and reasonably cooperate; delay relieves Contractor only to the extent materially prejudiced. These obligations survive termination. Nothing requires District indemnification of Contractor or waives sovereign immunity or the limits of section 768.28, Florida Statutes.

12. Subcontractors; payment; assignment

Contractor remains fully responsible for subcontracted work. Material subcontracting, replacement of a proposed key subcontractor, assignment, or transfer of this Agreement requires prior District written consent. An ordinary approved media outlet or stock-content license need not be treated as a key staffing subcontractor, but remains subject to applicable purchase, rights, and federal flow-down requirements. Contractor shall include applicable confidentiality, intellectual-property, records, accessibility, security, and federal obligations in lower-tier agreements.

Contractor shall pay each subcontractor for satisfactory performance within ten days after receipt of the corresponding District payment and return any retainage within ten days after the subcontractor's work is satisfactorily completed, or sooner if required by law. Delay beyond these periods requires good cause and the District's prior written approval to the extent legally

permitted. Contractor shall provide payment evidence on request and permit District monitoring. A subcontract dispute does not excuse undisputed payments. Noncompliance is subject to notice, corrective action, lawful withholding, and termination under Section 16.

13. Books, records, and audit

Contractor shall maintain complete, accurate, and auditable records of Services, task hours, media orders, placement results, costs, vendor invoices, rebates, commissions, credits, approvals, subcontractor payments, and funding allocations. The District and its authorized auditors shall have reasonable access to pertinent records for inspection and copying. Federal awarding-agency representatives, FAA, the Comptroller General, and other authorized officials shall have the access required for federally assisted work, including under 2 CFR 200.337. Contractor shall provide an acceptable cost-accounting system for that work.

Records shall be retained for at least five years after final payment or termination, whichever is later, and longer where required by applicable Florida retention schedules, a federal award, 2 CFR 200.334, a pending records request, litigation hold, claim, audit, or investigation. The longest applicable period controls; federal periods tied to a final financial report are not shortened by contract termination. Contractor shall not destroy District records without authorized disposition. Transfer to the District does not excuse any independently applicable record-retention requirement.

14. Florida compliance and required assurances

Contractor shall maintain all required registrations and licenses; comply with applicable federal, state, and local law; and remain eligible to contract with the District, including under sections 287.133 and other applicable vendor-disqualification statutes. Contractor shall comply with section 448.095, Florida Statutes, including registration in and use of E-Verify, required verification of newly hired employees, obtaining and retaining subcontractor affidavits, and statutory termination and other consequences.

Contractor shall comply with applicable minimum-wage, overtime, child-labor, and workplace-safety requirements under the Fair Labor Standards Act, 29 U.S.C. 201 et seq., and applicable OSHA standards, including 29 CFR Part 1910, and monitor subcontractor compliance. Contractor shall not offer prohibited gifts or compensation to influence District action. Legislative lobbying, political campaign activity, and legal representation are outside the Services unless separately and lawfully procured.

15. Public records

Contractor shall comply with Chapter 119, Florida Statutes, including section 119.0701 where applicable, and shall:

- (a) Keep and maintain public records required by the District to perform the Services.
- (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion if Contractor does not transfer the records to the District.

(d) Upon completion, transfer, at no cost, to the District all public records in Contractor's possession or keep and maintain public records required by the District to perform the Services. If Contractor transfers all public records upon completion, it shall destroy duplicate records that are exempt or confidential and exempt from disclosure, subject to any controlling legal retention or preservation obligation. If Contractor keeps and maintains records, it shall meet all applicable retention requirements. All electronically stored records shall be provided, upon the custodian's request, in a format compatible with the District's information technology systems.

The District elects transfer of its records at closeout, without relieving Contractor of independently required retention duties. Contractor shall identify the specific statutory basis for any claimed exemption and supply appropriately segregated/redacted copies. A confidentiality label does not create an exemption, and failure to label a document does not authorize disclosure prohibited by law. The District determines its response as required by law. Contractor is responsible for reasonable losses caused by its knowingly improper confidentiality designation or its failure to perform these records obligations, subject to applicable law; the District need not defend Contractor's unsupported exemption claim.

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

16. Deficient work; default; remedies

Contractor shall correct or reperform nonconforming Services attributable to it without additional charge. For a material breach, the District may give written notice describing the deficiency, required cure, and proposed effective date of termination, allowing seven calendar days to cure unless a longer reasonable period is approved in writing. The District may immediately suspend an unsafe activity, unauthorized disclosure, account misuse, or unapproved expenditure; and may terminate immediately for a noncurable breach or when required by law. Repeated failures after notice may constitute a material breach.

The District may withhold the reasonably documented value of unperformed or deficient Services while the issue is resolved, obtain substitute performance, recover legally available damages and reasonable excess completion costs caused by the breach, and terminate affected work or the Agreement. Undisputed charges remain payable.

Contractor may terminate for the District's material breach, including failure to pay an undisputed amount when due, after 30 days' written notice identifying the breach and opportunity to cure. Contractor shall perform required handover and records duties and may not seize or disable District assets. A termination incorrectly designated for cause shall be treated as a termination for convenience to the extent permitted by law.

17. Convenience; funding; closeout

The District may terminate all or part of the Agreement without cause on 30 days' written notice. The District may also terminate at the end of a funded period if funds are not lawfully budgeted or made available, with notice as soon as reasonably practicable. Upon notice, Contractor shall stop

new commitments for terminated work, mitigate cancellation costs, continue only authorized remaining work, and preserve District assets and records.

The District shall pay for satisfactory Services actually performed through the effective date, authorized external costs actually incurred, and reasonable unavoidable third-party cancellation charges specifically approved before commitment, less refunds, credits, and amounts otherwise recoverable. Contractor shall document and mitigate those charges. No payment is due for anticipated profit on unperformed work or unused retainer periods.

Critical account access and credentials shall be delivered immediately on request. Within ten business days after expiration or termination, Contractor shall deliver the organized work product, editable files, approved licenses, data exports, media commitments, refunds/credit reconciliation, records, and closeout report. Routine handover and cooperation during the notice period are included in the retainer. Any requested substantive work after termination requires a separate written authorization. No additional fee may be charged merely to release District-owned accounts, files, or records.

18. Force majeure

A party is excused only to the extent performance is actually prevented by an event beyond its reasonable control and without its fault, despite reasonable preparedness and mitigation. It shall give prompt written notice describing affected duties, expected duration, and mitigation, and resume performance promptly. The occurrence of a hurricane, outage, incident, or heightened communications demand does not by itself excuse the very crisis-readiness Services contracted for. Ordinary staffing shortages, financial inability, and failures reasonably preventable through required continuity/security measures are not excused. Payment is due only for Services performed and authorized unavoidable costs. The District's rights to suspend affected work, obtain emergency assistance, or terminate for convenience remain available.

19. Notices; law; entire agreement

Formal notices shall be in writing and delivered personally, by recognized overnight courier, or by certified mail, return receipt requested, to the addresses below.

District formal notices:

Executive Director, Panama City–Bay County Airport and Industrial District
6300 West Bay Parkway, Suite A
Panama City, FL 32409
procurement@pcairport.com

Contractor formal notices:

Email is sufficient for routine administration and expenditure approvals within delegated authority; a formal default or termination notice sent by email is effective only on affirmative acknowledgment or accompanied by one of the stated delivery methods. Statutory notices must also satisfy the applicable statute.

Florida law governs. Exclusive venue is in the state courts in Bay County, Florida. In litigation to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees and taxable costs at trial and on appeal. Nothing expands a statutory waiver of sovereign immunity, requires arbitration, or authorizes Contractor to bind the District.

This Agreement constitutes the parties' entire agreement concerning the Services. Amendments and waivers must be in writing signed by authorized representatives; waiver of one breach does not waive another. Invalid provisions are severable to the extent the essential bargain remains enforceable. No third-party beneficiary is created except rights expressly required by controlling federal law. The parties may sign counterparts and legally valid electronic signatures. Payment, ownership, records, confidentiality, indemnification, audit, and other provisions intended by their nature to survive shall survive expiration or termination.

20. Execution

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

EXHIBIT I
SCOPE OF SERVICES

EXHIBIT II
FINANCIAL RESPONSE FORM

EXHIBIT III
FAA SPONSOR CIVIL RIGHT PROVISIONS

EXHIBIT IV
CONDITIIONAL FEDERAL-ASSISTANCE PROVISIONS

STANDARD SOLICITATION TERMS & CONDITIONS

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

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

1. Definitions

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

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

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

Responsive: A response that materially complies with Solicitation requirements.

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

2. Communications, Questions, and Addenda

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

3. Cone of Silence

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

4. Public Records and Confidentiality

By submitting a response to this solicitation, the vendor or Respondent(s) acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent(s) further acknowledges that any materials or documents provided to the District may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the District with any materials which it believes, in good faith, contains information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by

typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

5. Vendor Eligibility, Certifications, and Compliance

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

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

6. Submission Requirements (General)

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

7. Evaluation and Award (General)

The District will evaluate responses in accordance with the criteria and process stated in the Solicitation. The District may: (a) request clarifications; (b) conduct discussions; (c) require

interviews or presentations; (d) seek best-and-final offers (if authorized); and/or (e) negotiate with one or more Respondents, as permitted by the Solicitation. The District may reject any or all responses, waive minor irregularities, and/or cancel a Solicitation when it is in the District's best interest.

8. Protest / Grievance

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

9. Contract Award and Execution

A response does not create a contract. No binding contract exists until a written agreement is fully executed by the District and the successful Respondent (and approved by the District's Board when required). The District may require the successful Respondent to provide insurance certificates, bonds (if applicable), licenses, permits, and other post-award submittals as a condition of contract execution.

10. Federal Funding and FAA Requirements (When Applicable)

If a procurement is funded in whole or in part with federal assistance (including FAA Airport Improvement Program funds), the Solicitation and resulting contract will include all applicable federal requirements. Federal requirements may include, as applicable, procurement standards under 2 CFR part 200 and contract provisions identified by the FAA for AIP-funded contracts.

11. Nondiscrimination and Title VI Notice

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

12. Preferences and Local/State Requirements

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

13. Preference to Florida Businesses

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

equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Respondent has its principal place of business.

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

14. Title VI Solicitation Notice

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The requirements of 49 CFR part 26 apply to the resulting contract. It is the policy of the District to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The District encourages participation by all Respondents qualifying under this solicitation, regardless of business size or ownership.

15. District Rights Reserved

The District reserves the right to:

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

END OF STANDARD TERMS