



REQUEST FOR STATEMENT OF QUALIFICATIONS

SOQ-2023-02

FOR

GENERAL CONSULTANT SERVICES

FOR

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

6300 WEST BAY PARKWAY, BOX A

PANAMA CITY, FLORIDA 32409

PHONE: (850) 636-8950

www.iflybeaches.com

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I. OVERVIEW AND INSTRUCTIONS FOR RESPONDENT

A. BACKGROUND

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

The District owns approximately 4,000 acres of real property located in Bay County, Florida that is home to approximately 125 general aviation aircraft and helicopters, commercial airlines and charter services, one fixed base operator (with a second expected in late 2023), 24 T-hangars, multiple corporate and general aviation hangars, aircraft maintenance/repair facilities, and flight schools. With the historic growth of the Airport, the District anticipates the need for consistent capital improvement projects to increase the capacity and efficiency of the Airport.

B. GENERAL INFORMATION

The District is requesting Statements of Qualifications (SOQ) from qualified vendors to perform general consultant services to oversee the Districts capital improvement projects and planning efforts. These services shall be performed in accordance with acceptable management and conceptual design practices, and are to be carried out in accordance with FAA requirements, Florida Department of Transportation (FDOT) guidelines, Florida Statutes and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

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 resulting contract entered into pursuant to this SOQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit a response to this solicitation 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 and will be incorporated to any 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 the resulting contract. The District encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

C. PROCUREMENT OFFICER

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

Gerri Lynn Faircloth
Contracts and Procurement Manager
Northwest Florida Beaches International Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, Florida 32409
Email: rfp@pcairport.com Phone: 850-636-8964

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D. SOQ SUBMISSION

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

If hand delivering a submission, deliver to the Airport Administrative Office at the address stated above. **No facsimiles, e-mails or telephone submittals will be accepted.** Any submission received later than the deadline will be considered LATE and will not be accepted by the District. Receipt of a SOQ by any District officer or personnel other than the Airport Administrative Office's front desk does not constitute "receipt" as required by this solicitation. The time received at the Airport Administrative Office shall be conclusive as to the timeliness of receipt.

E. EXAMINATION OF SOQ DOCUMENT

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

Vendors shall certify their SOQ by completing the required Submittal Certification Form. All submissions shall be entered in legible handwriting in ink or typed. Response may be rejected if any omissions, alteration of forms, additions not called for, or any irregularities of any kind are shown. The submission shall remain firm for not less than **one hundred-eighty (180) calendar days** from the due date.

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

F. QUESTIONS

All questions shall be in writing and the questions shall be submitted to the Procurement Manager, via email, by the due date prescribed in the Timeline of Events. Respondents shall ensure the subject line contains **"SOQ-2023-02, General Consultant Services"** in the subject line of the email. Answers to submitted questions will be posted on DemandStar, www.demandstar.com, on the date and time specified in the Timeline of Events.

G. CONE OF SILENCE

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

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H. TIMELINE OF EVENTS

The table below contains the Timeline of Events for this solicitation. Respondents shall become familiar with the dates, times and event of the solicitation. The Timeline of Events is subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the date and time specified below. **All times are Central Standard Time (CST).**

EVENT	EVENT DATE	EVENT TIME
Advertisement for SOQ-2023-02, General Consultant Services launches on the Airports website, Bay County Website and DemandStar website www.iflybeaches.com/airport-authority/business-at-ecp ; https://publicnoticesbaycountyfl.gov ; and www.demandstar.com	10/23/23	N/A
Deadline to submit Questions to Procurement Manager	11/3/23	5:00 PM
District anticipated posting of answers to Questions	11/14/23	5:00 PM
Deadline to submit reply to SOQ-2023-02	12/1/23	2:00 PM
Public Opening Airport Administrative Office 6300 West Bay Parkway Panama City, Florida 32409	12/1/23	2:30 PM
Evaluation and Ranking Team Announcement	12/13/23	TBD
Interviews with Top Ranked Respondent(s) and Award Decision	12/20/23	9:00 AM

I. ADDENDUM

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

J. TAXES

The Airport is a Special District of the State of Florida and is not subject to sales tax.

K. LICENSES

All Respondents must be properly licensed to do business in the State of Florida and must comply with the Florida State Statutes. Respondents do not need to be based in Florida; however, Respondents are required to submit evidence of all professional licenses required to complete the work as part of the SOQ submittal. **Failure to comply may be automatic grounds for rejecting the Response and it being deemed as non-responsive.**

L. MISCELLANEOUS PROVISIONS

The District reserves the right to reject any or all submissions and further reserves the right to waive technicalities and formalities in a response as well as to accept in whole or in part such response where it deems it advisable in

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protection of the best interest of the District. The District shall be the sole judge as to whether a response submitted meet all requirements contained in this procurement.

This procurement does not commit the District to award a contract, to pay any costs incurred in the preparation of the submitted SOQ, or to procure or contract for goods or services listed herein. Costs associated with a response preparation, oral interviews or presentations shall be the sole responsibility of the Respondent.

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

M. CONTRACT AWARD

The District envisions entering into non-exclusive Continuing Master Professional Services Contract for Professional Project Administration/Management and General Consultant Services with one (1) successful vendor to perform specific task orders for each proposed project or task being negotiated and approved by the District on an as-needed basis. Individual task orders are anticipated to be issued on a rotational basis between the successful vendor, with consideration being given for balancing total District project workload annually.

The District will negotiate contract award with the Firm whose response is deemed most advantageous to the District, considering all evaluation factors listed herein. The District shall be the sole judge of this determination. Following the approval of the negotiated contract by the Board of Directors, a Notice of Award will be emailed to all Respondents who submitted a response to this SOQ.

If awarded, the selected Firm will be required to sign a Master Professional Services Contract (reference Attachment I). Master Professional Service Contract shall be subject to termination by the District at any time at will and without cause, except that the terminated vendor shall either be permitted to finish any task order in progress at the time of termination or be equitably compensated for work performed for work performed prior to termination. All work products including detailed reports, plans, original tracings, specifications, and other data in whatever form (text, graphic, digital or other electronic) prepared or obtained by the Respondent, in connection with its services, shall belong to the District and shall be delivered to the District promptly without cost or lien upon request or termination of any contract. A copy of the firm's submission will be incorporated by reference to the contract; however, in the event of any ambiguity, the District's contract will prevail. Any requested changes to the sample contract shall be submitted in the SOQ response and clearly marked "**Proposed Contract Changes**". The District reserves the right to accept or reject any of these proposed changes.

N. RIGHT TO ACCEPT OR REJECT

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

O. TERM OF CONTRACT

The District envisions entering into non-exclusive Continuing Contract for Master Professional Services Contract for a five (5) year initial term with one potential five (5) year renewal term with the successful Respondent, with specific task orders for projects that are approved by the District. Task orders for subsequent or related items may follow at later dates, but no work is guaranteed. The District is under no obligation, either express or implied, to contract for project management of any of the District capital improvement projects. The contract will be subject to the annual

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review and approval of the Airport Board, the satisfactory negotiation of terms (including rates acceptable to both the District and the selected Respondent), and the availability of funding. The contract is non-exclusive. The Board of Directors reserves the right, at its sole discretion, to contract with multiple responsive vendors and to contract with other firms for engineering and other professional services.

P. 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 SOQ, including any provisions governing the methods for ranking response or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The notice of protest shall be filed in writing within 72 hours after the posting of the request for SOQ. 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.

Q. PUBLIC RECORDS LAWS

Florida Statutes require that all material submitted in connection with a response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after SOQ opening, whichever occurs first. All material submitted with the response will become the property of the District unless otherwise requested or noted at the time of submission. Accordingly, the resulting contract will include all clauses required by Florida Statute 119.0701 and Respondent agrees to comply with Chapter 119, as applicable, at its own cost.

R. INSURANCE REQUIREMENTS

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

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

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

S. INDEPENDENT CONTRACTOR STATUS

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

T. LAWS

Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes,

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Respondent shall comply with the provisions of:

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

Exhibit A to the Sample Contract (Attachment I) contains additional required provisions for the contract:

- | | |
|---|---|
| <ul style="list-style-type: none">• Access to Records and Reports• Buy American Preference• Civil Rights – General• Civil Rights – Title VI Assurances• Civil Rights – List – Pertinent Authorities• Disadvantaged Business Enterprises• Energy Conservation Requirements• Occupational Safety and Health Act of 1970• Veteran’s Preference• Seismic Safety• Copeland Anti-Kickback Act• Federal Fair Labor Standards Act (Federal Minimum Wage) | <ul style="list-style-type: none">• Equal Employment Opportunity Clause• Equal Employment Opportunity Specifications• Prohibition of Segregated Facilities• Procurement of Recovered Materials• Termination of Contract (for Convenience Breach of Contract Terms)• Clean Air and Water Pollution Control• Affirmative Action Requirement• Distracted Driving – Texting When Driving• Davis-Bacon Requirements• Rights to Invention• Contract Workhours and Safety Standards Act Requirements |
|---|---|

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

***** End of Overview and Instructions for Respondents *****

II. SCOPE OF SERVICES

A. OVERVIEW

Northwest Florida Beaches International Airport (“ECP or Airport”) is owned and operated by the Panama City-Bay County Airport and Industrial District (“District”). The Airport is currently served by American Airlines, Delta Air Lines, Southwest Airlines and United Airlines, and is growing every year. For additional information about the Airport, ECP, please visit www.iflybeaches.com.

The District currently has a contract with a General Consultant for current projects for similar services described herein. However, as the Airport grows the District has a need to have multiple consultants that will perform work on a rotational basis on a project by project basis. The work will be issued at the discretion of the District based on workloads and scheduling.

The District is requesting Statements of Qualifications (SOQ) from qualified vendors to perform general consulting services as hereinafter described on District lands, and these general consulting services may include project inspection, construction management and planning services associated with the conceptual design, feasibility studies, and overall operation of the airport and related facilities. The awarded Respondent will be issued Task Orders on a rotational basis. These services shall be performed in accordance with acceptable consultant practices, and are to be carried out in accordance with Federal Aviation Administration (FAA) requirements, Florida Department of Transportation (FDOT) guidelines, Florida Statutes (FS) and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

The services provided under this award shall be limited to those capital projects anticipated to be initiated within the next five (5) years as more fully described in Appendix A (the “Projects”). The Projects and the services provided may be accomplished across multiple grants. All work on Projects following the award shall be through the negotiation and issuance of specific task orders. The District may add additional services to the resulting agreement for projects or services which meet the following criteria:

1. Task Orders for services on unlisted Projects may be accomplished if the project is not FAA funded and any of the following are met:
 - a. The estimated construction cost of each individual project under the contract does not exceed \$4 million; or
 - b. The fee for professional services for each individual study under the contract does not exceed \$500,000.
2. Task Orders for additional services may be issued for FAA projects if all of the following are met:
 - a. The additional services are similar in character to the scope of services of this SOQ.
 - b. The additional services do not require services not listed in the scope of this SOQ.
 - c. The additional services are not expected to exceed \$100,000.
 - d. The District can provide acceptable justification for not initiating a new procurement action.

This SOQ is specifically governed by FAA Advisory Circular 150/5100-14E (the “Advisory Circular”) which is incorporated herein by reference. Proposers are encouraged to familiarize themselves with Section 1.4 and 1.5 of the Advisory Circular.

B. SCOPE OF SERVICES

The primary function of the General Consultant will be to act as an extension of the District's staff and assist the District with its overall planning, scheduling and implementation of all phases of the Projects and additional services allowed by this award. These services shall include:

- Aviation Planning Services as that term is defined by section 1.4.1 in FAA Advisory Circular 150-5100-14 including but not limited to:
 - Evaluation and analysis current Airport operations related to current and anticipated future Airport activity within existing and recently constructed facilities as well as potential development areas.;
 - Identification development options within the current Airport Master Plan and Airport Layout Plan;
 - Preparation of existing Airport Layout Plan and Airport Master Plan update based upon future facility needs;
 - Develop updated Master Planning conceptual schematic site planning, program development and infrastructure assessments consistent with the updated Airport Layout Plan and Airport Master Plan;
 - Airport Studies, Planning and Design;
 - Engineering analysis of facility deficiencies; and the preparation of an engineering scope of services and staff hours estimated to correct those deficiencies;
- Architectural/Engineering Consultant Services for Airport Development Projects as that term is defined in section 1.4.2.1 and 1.4.2.2 in FAA Advisory Circular 150-5100-14 including but not limited to:
 - Project schedule development of planning, environmental, design, and construction engineering inspection activities;
 - Preparing design criteria and bridging documents commonly used for alternative project delivery methods for design build contract;
 - Review and analysis of professional engineering issues contained in response submitted by consultants competing for professional service contracts;
 - Conduct scope of service meetings with other professional consultants;
 - Preparation of contractual services in accordance with all applicable laws, rules, and regulations;
 - Supervision and management of engineering consultants on individual Task Orders, responding to their technical questions, and reviewing their work in progress and completed work;
 - Reviewing analyzing, and accepting mill test reports for materials and equipment;
 - Representing the District during professional service negotiations with consultants, utilities, contractors, and other entities;
 - Other activities associated with the administration and management of professional consulting services.
- Planning, overseeing and managing the Projects and the various designers, engineers, consultants, suppliers, construction managers and contractors that may be retained by the District.
- Assisting the Airport in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
- Construction Phase services as that term is defined by section 1.4.2.4 in FAA Advisory Circular 150-5100-14

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- Project Closeout Services as that term is defined in section 1.4.2.5 in FAA Advisory Circular 150-5100-14.

The successful Respondent shall perform all work in a timely manner and shall be responsible for ensuring coordination of its work with the District. The District requires all services performed by the firm to comply with acceptable professional consulting practices. Consultant shall not perform services which may allow for a conflict with FAA AIP procurement requirements or which would otherwise allow the Consultant to apply undue influence on the District's decisions.

1. Project Task Orders

All work to be provided by the Consultant and/or Firm, if any, will be set forth in Task Orders. The Task Orders will be issued under the Master Professional Services Contract. Each Task Order shall set forth the specific services to be performed, the key personnel to provide the services, the not to exceed cost of the services, and the completion date for the services.

Task Orders may require multiple disciplines with varying scopes. Below are examples of disciplines, experience which may be covered by task orders:

- Airport Planning and Design
- Building Design and Construction
- Roadway Design and Construction
- Airfield Design and Construction
- Airfield Lighting
- Apron Design and Construction
- Taxiway Construction and Reconstruction
- Runway Construction and Reconstruction
- Aircraft Parking Apron Construction
- Parking Facility Design and Construction
- Land Acquisition
- Drainage and Stormwater Related Projects
- Airfield Lighting Improvements
- Tenant Facility Relocation
- Project Inspection
- Construction Administrations and Management Services
- Airport Planning and Design
- Regulatory Compliance
- Environmental Mitigation Efforts
- Grant Applications and Compliance

2. Services and Data

The District shall furnish, without charge, the following services and data to the Consultant for the performance

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of the work:

- a. Criteria and information appropriate to District requirements for the Consultant including objectives, budget limitations and time restraints.
- b. All District policies, procedures, standards and other information applicable to the services.
- c. All specifications schedules, reports and other information prepared by or for the District by others that are available to the District and the District considers pertinent to the Consultants responsibilities described herein and/or Task Order.
- d. Available traffic or air traffic data that may relate to the Consultants task.

3. Assignment and Subcontractors

The Consultant will maintain an adequate and competent professional staff to enable a timely performance of the services under the resulting contract. The Consultant is fully responsible for the satisfactory completion of work regardless if the work being provided is by a consulting firm or a subconsultant or subcontractor. The Consultant will not sublet, assign or transfer any work under the resulting contract or Task Orders to any consultant or contractor that is not specified in the resulting contract without written consent from the District.

All subconsultant/subcontractor agreements must adhere to the same terms and conditions the District requires the Consultant to adhere to in the resulting contract and/or Task Orders that the District enters into.

If the Task Order requires a professional service the District will follow all rules, regulations and laws established in determine the most qualified consultant for that particular Task Order

4. Payments and Financial Consequences

Consultant shall be paid in accordance with the resulting contract and Task Orders defining the services being performed, timelines established and proper submittals of required documentation. The fees schedules will vary dependent on each task order. The awarded vendor and subconsultants payments will depend upon the scope of services of each Task Order, rates will be established on a basis of direct personnel services, retainer, cost plus fixed fee, fixed fee plus sum, specific rates, or a combination of the types of compensation.

A progress report and invoice must be provided to the District for every Task Order or Task Order Change which will prompt payment for the associated work performed. The progress report must include detailed task that were performed for the specific Task Order or Task Order Change. If the performance of that task Order or Task Order Change were not delivered to the District in the manner prescribed the District has the right to withhold payment. The Consultant shall re-perform the task and resubmit documentation of correction to the District for approval within the prescribed time in each Task Order. If the task is not completed within the timeframe specified, the District can retain payment as described in Chapter 255.078 F.S., and/or the District may terminate the Task Order and/or Contract for failure to follow these provisions.

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Appendix A
Potential Projects List

Appendix A, Potential Project List, is a listing of Airport projects included in the most recently completed Airport Master Plan and the Master Plan Update that is currently underway, along with estimated costs as set forth in the current Transportation Planning Organization Project Priority List for inclusion in the proposed Florida Department of Transportation Five-Year Work Program. Please note that inclusion of a project in this list does not guarantee that such work will be undertaken, nor does it guarantee that professional services awarded under this contract will be designated for the project.

POTENTIAL PROJECT LIST	
Project Name	Estimated Budget
OB Baggage Expansion - CONSTRUCTION	\$ 5,307,120
Screening Checkpoint – DESIGN/CONSTRUCTION	\$ 691,000
CBP International Facility -DESIGN	\$ 411,740
Runway/Taxiway Improvements - Joint Seal	\$ 1,000,000
Commercial Apron Expansion - CONSTRUCTION	\$ 3,504,800
Upgrade Airport Security System – DESIGN/START IMPLEMENTATION	\$ 3,000,000
Vehicle Parking Expansion – DESIGN/CONSTRUCTION	\$ 274,000
Screening Checkpoint - CONSTRUCTION	\$ 7,338,240
Environmental Assessment - ONGOING	\$ 500,000
CBP International Facility - CONSTRUCTION	\$ 2,058,700
North Concourse Expansion Phase I - CONSTRUCTION	\$ 7,862,400
Vehicle Parking Expansion – DESIGN/CONSTRUCTION	\$ 2,771,000
Rehabilitate Vehicle Access Road	\$ 2,075,000
North Terminal Expansion – DESIGN	\$ 9,000,000
North Terminal Expansion – CONSTRUCTION	\$ 75,000,000
Commercial Ramp Expansion – CONSTRUCTION	\$ 10,000,000
Development of General Aviation Support Areas	\$ 5,000,000
Relocation of Rental Car Facilities	\$ 8,000,000
Vehicle Parking Expansion Options	\$ 5,000,000
West Bay Parkway Improvements	\$ 7,000,000
Runway/Taxiway Repairs/Improvements	\$ 8,000,000
Pave Perimeter Security Road – CONSTRUCTION	\$ 2,369,000
Hurricane Mitigation (6 of 6)	\$ 646,449
Airport Westbay Pavement Rehabilitation Milling and Overlay	\$ 4,520,000
Expand Cell Phone Parking Lot	\$ 400,000
Airport Maintenance Building Expansion	\$ 500,000
Terminal Building Emergency Power Generator	\$ 1,600,000
ARFF Vehicle	\$ 800,000
Fuel Farm Expansion	\$ 4,500,000
Development of Aircraft Hangar Facilities	\$ 10,000,000
Development and Expansion of Public Safety Building/EOC	\$ 5,400,000
Airport Landscaping/Appearance Areas Development	\$ \$1,000,000
Pave Perimeter Road	\$ 6,200,000
Utility and Infrastructure Development	\$ 5,000,000

III. SOQ RESPONSE REQUIREMENTS

The Airport does not desire voluminous submissions; therefore, please limit your response to essential information. By submitting a response, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this SOQ. The Airport will not reimburse costs associated with development of a response, interviews or presentations.

Submittals must contain the following information, in the following order:

A. Title Page

Title page showing the firm's name, the name, address, telephone number, fax number and e-mail address of the contact person and the date of the Statement of Qualifications.

B. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Respondent. The cover letter shall provide the name, address, telephone number and email address of the Respondent and the executive that has the authority to contract with the District. The cover letter shall also include a statement as to the firm's understanding of the work to be done and why it believes itself to be the most qualified to perform the engagement. Please provide a summary of your firm's history, qualifications and its experience in the type of services requested in this SOQ.

C. Table of Contents

Should include labeled sections and page numbers for the Selection Committee to easily access referenced material.

D. Detailed Statement of Qualifications

General Requirements:

Detailed Statement of Qualifications and Experience following the order set forth below. Responses that do not follow this recommended format outline may be deemed unresponsive and disqualified from the process. In addition, failure on the part of a firm to provide the required documentation may be cause for elimination from consideration.

The purpose of this section is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake the services of the District in conformity with the requirements of this request. As such, the substance of information submitted will carry more weight than the form or manner of presentation.

THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE STATEMENT OF QUALIFICATIONS. Fees will be negotiated with the highest ranked firm after evaluation and ranking of the Respondents have been completed.

The submittal shall address all of the points outlined in this request (excluding any cost information). The submittal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this request. While additional data may be presented, the following subjects, items 1 through 6, must be included.

1. Independence

The firm shall provide an affirmative statement that it is independent of the Panama City-Bay County Airport and Industrial District, its Board members and its staff.

The firm shall also list and describe the firm's and proposed subcontractors' professional relationships involving the District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed services.

2. License to Practice in the State of Florida

An affirmative statement shall be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Florida and provide copies of the license for each individual.

3. Firm Qualifications and Experience

The submittal shall state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. The firm shall also state whether it is local, regional, national or international in operations.

If the submittal is based on a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified, and the firm that is to serve as the principal engineer shall be noted.

The submittal shall include a description of the range of services performed by the local office. The submittal shall state with particularity the Respondent's capability to perform all or most aspects of the Scope of Services for the Projects and all recent experience in airport projects comparable to the proposed task.

The firm is also required to submit a copy of the report on its most recent external quality control review or peer review, if applicable.

The firm shall provide an affirmation that the firm meets all specific requirements imposed by federal, state or local law or rules and regulations.

4. Staff Qualifications and Experience

Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists who will be assigned to this engagement, including staff from other than the local office. Indicate whether each person is registered or licensed to practice their profession in the State of Florida. Provide information on the professional experience of each person, including, but not limited to, information on their reputation and professional integrity and competences and knowledge of FAA regulations, policies, and procedures.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant to their reputation and professional integrity and competences and knowledge of FAA regulations, policies, and procedures, continuing professional education, of the specific staff to be assigned to this engagement. Indicate which staff member(s) will be local and which staff member(s) will be remote. Discuss how the quality of staff over the term of the resulting contract will be assured. Include an organizational diagram that clearly shows the principal distribution of professional and supervisory personnel. If a change is required between submittal and award, the firm must notify the Procurement Manager of the proposed replacement.

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Managers, supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Any staff replacements must have substantially the same or better qualifications or experience.

5. Similar Engagements with Other Airports or Governmental Entities

For the firm's office that will be assigned responsibility for this contract, list the most significant engagements performed in the last five (5) years that are similar to the services described in this request for SOQs.

These similar engagements shall be ranked on the basis of engagement size. Indicate the scope of work, date, engagement partners and the name and telephone number for the principal client contact.

This same information shall be provided on other professionals who will participate in this proposed contract, but who are not part of the lead firm.

6. Approach and Methodology

Describe your firms approach and methods when new Task Orders are issued.

Any additional information which will allow the Selection Committee the ability to properly evaluate the response.

E. DBE Status

Indicate whether firm and/or sub-contractors are a Disadvantaged Business Enterprise (DBE).

F. Current Workload

Provide a list of projects and/or contracts for which the firm is currently responsible. Provide a list of any projects and/or contracts the firm will be responsible for through December 2025. Responded should provide a brief statement

G. Insurance Coverage / Bonding Capacity

Provide information regarding your insurance coverages and bonding capacity. List applicable coverage. Reference section I, Overview and Instructions for SOQ, R. Insurance Requirements.

H. Legal Actions

If applicable, provide information on pending or past legal actions at federally-obligated airports within the past five (5) years for the Respondent.

I. Requested Changes to sign sample Professional Services Contract

Any requested changes to the Master Professional Services Contract (Attachment I) shall be indicated. Requested changes may or may not be considered.

J. Required Forms

Provide executed copies of Required Forms as listed below:



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The following forms **MUST** be completed by the Respondent and attached to the response. Failure to submit these forms may be grounds for disqualification of the Respondent from consideration. However, the District reserves the right to waive any minor irregularity if it is in the best interest of the District to do so.

1. Statement of Qualifications Certification
2. References
3. Non-Collusion Affidavit Form
4. Anti-Lobbying Form
5. Debarment Certification
6. Trade Restriction Certification
7. Trafficking in Person
8. Acknowledgement of Addenda (*even if none are issued*)
9. Sworn Statement Pursuant to Section 287.133 (3)(A) Florida Statutes on Public Entity Crimes
10. Disadvantaged Business Enterprise Statement

***** End of II. SOQ Response Requirements *****

IV. SELECTION CRITERIA AND SCORING

A. General

Any properly submitted response will be reviewed and evaluated by the District's Selection Committee. The Selection Committee will be comprised of District Board Member(s) and District Staff. By submitting a response to this SOQ, Respondent accepts the evaluation process and acknowledges the determination as judged by the Selection Committee and will be recommended for selection. Further, the District may elect to reject all submittals and/or elect not to select any Consultant.

The Selection Committee will make the final judgment and determination as to which Consultant and/or Firm(s) is best qualified to perform the requested services and will employ such analysis techniques as it deems necessary to make such judgment. The Selection Committee may request submission of additional information and/or an interview with selected Consultant and/or Firms to assist in the evaluation process.

Upon review and evaluation of all qualifying response, including any interviews that the District may require, the Selection Committee will select and recommend the vendor that, in its sole judgement, is most responsive in meeting the requirements and objectives of this SOQ as set forth below. The Selection Committee's ranking will then be adopted by the Airport's Board of Directors at a public meeting of the Board, or the Board will modify and adopt a ranking and state with particularity on the record its reasons for rejecting or modifying the Selection Committee's ranking.

Consultants and Firms with qualifications specific to airport experience will have an advantage over Consultants or Firms without experience with airports. The Evaluators will be given instruction to score all responses accordingly.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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B. Scoring

The District will assign a numeric score from zero (0) to five (5) to each section of scoring criteria.

Numerical Score	Description of Numerical Score	Explanation
5	Superior	Response exhaustively addresses the evaluation criterion or demonstrates extraordinary capability and/or experience related to the criterion.
4	Excellent	Response extensively addresses the evaluation criterion or demonstrates exceptional capability and/or experience related to the criterion.
3	Acceptable	Response adequately addresses the evaluation criterion or demonstrates limited capability and/or experience related to the criterion.
2	Fair	Response does not address the evaluation criterion and/or does not demonstrate any capability and/or experience related to the criterion.
1	Poor	Response inadequately addresses the evaluation criterion or demonstrates limited capability and/or experience related to the criterion.
0	Missing	Response does not address the evaluation criterion or demonstrates limited capability and/or experience related to the criterion.

*****See Required Form # 2 for scoring of References*****

C. Ranking for Short List

The District will use the total point score to convert to rank by each evaluator and then calculate an average rank for each proposal for all Selection Committee Members. The District shall present the average rankings to the Board, who will then determine the short list of firms recommended to participate in oral discussions.

For Example,:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	200	2
Company B	210	1
Company C	180	3.5 *
Company D	175	5
Company E	180	3.5 *

In the event that multiple firms have the same raw point score, the rank places those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each firm receives a rank of 3.5.

In determining firm responsibility, the District may consider any information evidenced which comes to its

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attention and which reflects upon a firm's capability to fully perform the contract requirements and/or the firm's demonstration of the level of integrity and reliability which the District determines to be required to assure performance of the contract.

SELECTION CRITERIA AND ORAL DISCUSSION	
KEY PERSONNEL (25 POINTS)	
Key personnel's professional background, caliber, physical location and availability for proposed services/projects.	
REFERENCES (Total 25 POINTS, SEE REQUIRED FORM #2)	
Proposer will be evaluated on the extent and quality of the references provided. (This will be scored in accordance with the example on page 2 of Required Form #2)	
TECHNICAL RESPONSE (TOTAL 90 POINTS, 5 POINTS EACH)	
Required content is provided on the Title Page.	
Required content is included in the Cover Letter.	
Table of Contents is included and has correct material referenced.	
Attestation of Independence	
Licensure is provided for all applicable staff.	
Demonstration of Firms Qualifications and Experience.	
Demonstration of Assigned Staff's Qualifications and Education.	
Demonstration of understanding of similar engagements.	
Provided knowledge to ascertain Firms approach and methodology are sufficient.	
OTHER (TOTAL 10 POINTS, 5 POINTS EACH)	
DBE participation.	
Proposer will be evaluated on the extent and quality of the submission response and acceptability of District's Master Professional Services Agreement.	
ORAL DISCUSSIONS	
After the scoring of submittals, the Selection Committee will short list the top three (3) firms to attend oral discussions. This will provide firms and the Selection Committee the opportunity to answer any questions the Committee may have on a Respondent's submittal.	

***** End of Section IV, Selection Criteria and Scoring *****



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REQUIRED FORM #1

STATEMENT OF QUALIFICATIONS CERTIFICATION

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In compliance with the Request for Response and subject to all conditions thereof, the undersigned certifies that all information contained in this Statement of Qualifications is accurate and true and that any misrepresentation herein is grounds for non-consideration, or dismissal in the event of selection or contract award by the Airport.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP+4

COMPANY TELEPHONE NUMBER

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. *(if applicable)*

SCDOT DBE NAICS Codes *(if applicable)*



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REQUIRED FORM #2

REFERENCES

List a minimum of three (3) references of individuals who can attest to the Respondent's experience. Provide the name, telephone number, and email address of at least three (3) appropriate references familiar with the quality of work done by the firm on similar projects. **(use additional sheets if necessary)**

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____



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FOR DISTRICT USE ONLY

**EXHIBIT A
CRITERION FOR SCORING REFERENCES**

INTERVIEW INFORMATION		
Interviewer: _____		
Respondent's Name: _____		
Client Name: _____		
Client Contact: _____		
Contact Attempts		
Attempt #1 – Phone Insert attempt date & time	Attempt #2 – Phone Insert attempt date & time	Attempt #3 – Email Insert attempt date & time
<input type="checkbox"/> Client reached – interview completed <input type="checkbox"/> Client not reached: Insert if voicemail was left and when next attempt will be, etc.	<input type="checkbox"/> Client reached – interview completed <input type="checkbox"/> Client not reached: Insert if voicemail was left and when next attempt will be, etc.	<input type="checkbox"/> Client reached – interview completed <input type="checkbox"/> Client not reached

INTERVIEW QUESTIONS	
Please describe the work the Respondent performed: Insert response here	
	Score
1. Would you use the services of this company again? <i>Yes (5 points) No (0 point)</i>	
2. Did the company complete the contracted project(s) on-time and within budget? <i>Yes (5 points) No (0 point)</i>	

For Questions 3 – 5:

Superior (5 points) Excellent (4 points) Satisfactory (3 points) Fair (2 points) Poor (1 point)

3. How would you rate the overall performance of this company?	
4. How would you rate the company's ability to address/resolve issues and problems in a timely and satisfactory manner?	
5. How would you rate the company's project and contract management abilities?	



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REQUIRED FORM #3

NON-COLLUSION AFFIDAVIT FORM

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Submittal that such submittal is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly with any RESPONDENT or person, to put in a sham Statement of Qualifications, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other RESPONDENT or to fix any overhead, profit or cost element of said Submittal or of that of any other RESPONDENT or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Submittal are true; and further, that such RESPONDENT has not, directly or indirectly submitted this Statement of Qualifications, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Respondent)

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

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

My commission expires _____, 20____.



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REQUIRED FORM #4

ANTI-LOBBYING FORM

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf
(name and title of Respondent's official)

of _____, to the best of my knowledge and belief, that:
(name of Respondent)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)



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REQUIRED FORM #5

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

By submitting a proposal under this solicitation, the Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONSULTANTS / CONTRACTORS REGARDING DEBARMENT
(LOWER TIER CONTRACT CERTIFICATION)

The successful Respondent, by administering each lower tier subcontract that exceeds twenty-five thousand dollars (\$25,000) as a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME

TITLE



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REQUIRED FORM #6

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

SIGNATURE OF CONSULTANT

DATE

TITLE



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REQUIRED FORM #7

TRAFFICKING IN PERSONS

I, _____, hereby certify on
(name and title of Respondent's official)

behalf of _____ that:
(name of Respondent)

Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Districts, public District employees, subrecipients of private or public Districts (private entity) are:

- (1) Engaging in serve forms of trafficking in persons during the period of time that the agreement is in effect;
- (2) Procuring a commercial sex act during the period of time that the agreement is in effect; or
- (3) Using forced labor in the performance of the agreement, including subcontracts or sub agreements under the agreement.

In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

- (1) Is determined to have violated the Prohibitions; or
- (2) Has an employee who the FAA determines has violated the Prohibitions through conduct that is either –
 - a. Associated with performance under this agreement; or
 - b. Imputed to the District or sub-recipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non- procurement)," as implemented by the FAA at 49 CFR Part 29.

Executed this _____ day of _____, 20_____.

By: _____
(signature of authorized official)

(title of authorized official)



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REQUIRED FORM #8

ACKNOWLEDGEMENT OF ADDENDA

Respondent hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company: _____

Authorized Signature: _____

Print Name: _____



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REQUIRED FORM #9

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

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

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District by _____
(print individual's name and title)

for _____
(print name and entity submitting sworn statement)

whose business address is _____

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

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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



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

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

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

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



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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

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

Personally known _____ or produced identification _____.

Notary Public

My commission expires _____



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REQUIRED FORM #10

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.
7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **7.98% for FY 2021, 6.30% for FY 2022, and 8.09% for FY 2023, resulting in an overall goal of 7.46% for all FAA-AIP funded projects.**
8. **AVAILABLE DBEs** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBEs (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBEs for the work. Other DBEs may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE



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to be used can be certified by the owner.

- 9. CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBEs

MBE Subcontractors

Names/Addresses/ Identity

Subcontract Work Description

WBEs

Women Subcontractors

Names/Addresses/ Identity

Subcontract Work Description

OSEs*

Other Socially and Economically
Disadvantaged Subcontractors within
the DBE Group

Names/Addresses/ Identity

Subcontract Work Description

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made



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acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in deciding as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
 - b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
 - c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
 - d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
 - e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 - f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
 - g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;
- and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that aid in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

10. CONTRACTOR ASSURANCE - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the General Conditions.



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- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

- 11. PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

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Attachment I

SAMPLE SERVICES CONTRACT

(See Seperatly Attached Document)