

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/Airport: 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 Solicitation. Contact with any District official or District employee or representative for inquiries regarding this Solicitation 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. Business Registration:** Vendors that wish to be considered for award must be registered with the Florida Department of State's Division of Corporations prior to execution of a contract or purchase order.
- g. License:** All Respondents must be properly licensed to do business in the State of Florida and must comply with the Florida State statutes, rules and regulations. Respondents do not need to be based in Florida; however, Respondents are required to submit evidence of all licenses, if applicable, required to complete the work as part of the submittal. **Failure to comply may be automatic grounds for rejecting the response and it being deemed as non-responsive.**

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. Taxes

The Airport is a Special District of the State of Florida and is not subject to sales tax. (Tax Exemption attached as Exhibit I).

9. Protest / Grievance

In any competitive solicitation context, no later than the business day following the day approval is granted, a District employee will electronically notify a representative of each respondent of the award decision.

If a party intends to initiate a challenge to an award, it must electronically notify the Executive Director and the District's attorney no later than three business day after notice of the awarding authority's decision. The notice shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative; the name and bid number of the solicitation; and a brief factual summary of the basis of the challenge.

If no such notice is received by the District, it may proceed to execute a contract to formalize the award decision. If the District does receive notice of intent to challenge the decision, the District will stay the contracting process, unless the Executive Director determines that the contract must proceed without delay to protect substantial interests of the District.

In the event of a challenge, the Executive Director, in consultation with the District's attorney and the Board Chair, shall decide whether to reverse or uphold the award decision. The District's decision on a challenge must be provided in writing to the challenger. Any party wishing to appeal the District's decision must file a challenge in Bay County Circuit Court within fourteen business days after the date of the written decision. If the party files its action, the court will uphold the District's decision unless the court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the District or anyone acting on the District's behalf.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Drug Free Workplace

A "Drug-Free Workplace" form should be provided with the submittal as this may be the deciding factor in the event of a tie, see Exhibit II.

16. Warranty

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

17. 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.

18. 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.

19. Independent Contractor Status

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

20. Laws

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

Attachment to the Sample Contract or Purchase Order contains additional required provisions for the contract:

- Access to Records and Reports
- Buy American Preference
- Civil Rights – General
- Civil Rights – Title VI Assurances
- Civil Rights – List – Pertinent Authorities
- Disadvantaged Business Enterprises
- Energy Conservation Requirements
- Occupational Safety and Health Act of 1970
- Veteran's Preference
- 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

- Seismic Safety
- Copeland Anti-Kickback Act
- Federal Fair Labor Standards Act (Federal Minimum Wage)
- Davis-Bacon Requirements
- Rights to Invention
- Contract Work hours and Safety Standards Act Requirements

21. 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 Respondents qualifying under this solicitation regardless of business size or ownership.

**EXHIBIT I
TAX EXEMPTION CERTIFICATE**

0000155 08/16/22



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

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

This certifies that

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

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



Important Information for Exempt Organizations

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

EXHIBIT II
DRUG FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988, the Respondent attests and certifies that the contractor should provide a drug-free workplace compliant with 41 U.S.C. 81.

Company
Name: _____

Authorized Representative Name: _____

Title: _____

Signature

Date

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