

## **NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

### **REQUEST FOR PROPOSAL**

### **CONSTRUCTION MANAGER AT RISK**

### **TERMINAL EXPANSION**

### **PANAMA CITY BEACH, FLORIDA**

**September 13, 2019**

The Panama City Bay County Airport and Industrial District, dba Northwest Florida Beaches International Airport (Airport), is seeking proposals from qualified Construction Management firms for all work and materials necessary to complete the ***Terminal Expansion Project*** detailed on the Contract Documents dated June 21, 2019. Interested firms may obtain access to Contract Documents by visiting the airport website <https://www.iflybeaches.com/airport-authority/business-at-ecp> or emailing David Scruggs, ZHA at [David.Scruggs@zha-fl.com](mailto:David.Scruggs@zha-fl.com)

The work consists of installing a new 7,000 SF modular terminal building, constructing all of the interior walls and finishes, including restrooms, concession space and passenger seating for approximately 280 passengers; constructing a connector ramp between the existing terminal building and the new modular terminal building; extending electrical services (including fire alarm) to new modular terminal building; Modifications will be made to the existing hold room space as well as to the ramp that connects the existing terminal to new modular expansion. Alternates will be considered for the construction and installation of Gate 6 and 7 Passenger Boarding Bridges (PBB), which would include the construction of PBB pedestal(s), relocation of an existing refurbished PBB, installation of a new PBB, installation of a covered ramp system to the PBB rotunda and extension of electrical services to power the PBB equipment. The goal is to have the CM help work out an economical solution to construct the covered ramp system.

The selected CM@R will develop a plan that achieves the desired scope within a budget of \$3.5 million for the base work.

***A non-mandatory Pre-Submittal meeting will be held Thursday September 19, 2019 at 2:00 pm (CST) at the north conference room, 1st floor of Terminal, Northwest Florida Beaches International Airport Terminal, 6300 West Bay Parkway. Call in number for this non-mandatory meeting is (712)-432-0900 (access code 225872). Sealed Submittals must be submitted to the office above no later than Tuesday October 15th, 2019 at 2:00 pm (CST).***

Proposals will be evaluated using the evaluation criteria included in this Request for Proposals. The Airport reserves the right to reject any or all Proposals in whole or in part, to waive informalities in the process, to obtain new submittals, or to postpone the opening pursuant to airport purchasing policies. The Airport is an Equal Opportunity Employer.

#### **I. GENERAL CONDITIONS**

A. Northwest Florida Beaches International Airport, hereinafter referred to as the Airport or Owner, under the provisions of Florida Statutes, seeks Proposals from qualified firms to provide Construction Manager at Risk services.

B. Sealed Submittals must be submitted to the address below no later than **Tuesday October 15th, 2019 at 2:00 pm (CST)**. Proposals received after the stated time will be refused. It is the sole responsibility of the respondent to ensure the proposal is received on time. Submittals received after this time will be automatically rejected and returned unopened.

**Administration Offices  
Northwest Florida Beaches International Airport  
2nd Floor Airport Terminal  
6300 West Bay Parkway,  
Panama City, Florida 32409**

Proposals may be submitted in person or via U. S. mail or courier service to the address above. Sealed packages must be plainly marked, "RFP CM@Risk Services-Terminal Expansion" along with the firm's name and address.

A. Submit one (1) clearly marked, manually signed original proposal, three (3) complete copies, and one (1) electronic copy (CD or flash drive: PDF format).

B. The Airport reserves the right to reject any one or all statements, or any part of any statement, to waive any informality in any statement and to award a contract deemed to be in the best interest of the Airport.

C. Direct all inquiries regarding the meaning or interpretation of this request to the Project Representative, David Scruggs by emailing [david.scruggs@zha-fl.com](mailto:david.scruggs@zha-fl.com). **The deadline to submit questions** is Thursday, October 3th, 2019, at 4:00 p.m., CST. All written inquiries and responses will be posted on the Airport Website.

D. From the date of release of this solicitation until award of the contract, no contact with the airport staff or airport board members related to this solicitation is permitted. All communications shall be directed to the Project Representative listed above. Any such contact will result in the disqualification of the respondent's submittal.

E. All changes, modifications, or interpretations shall be by written addendum. If required, any final addendum will be issued by October 8<sup>th</sup>, posted to the Airport website. All communications must be in writing to be considered part of this Request for Proposals (RFP).

F. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of qualifications is an agreement with all the items and conditions referred to herein.

G. Responses will be evaluated on the firm's experience; ability of professional personnel; past performance; willingness to meet time and budget requirements; recent, current and projected workloads of the firm; and any other relevant factors as determined to be in the best interest of the Airport.

H. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFQ opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.

I. Neither the Airport nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered "nonresponsive", and, therefore, rejected.

J. This solicitation is subject to all legal requirements contained in the applicable Panama City Ordinances and Resolutions, as well as all applicable County, State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

K. All prospective consultants will be afforded full opportunity to submit proposals to this request and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered pursuant to this notice.

L. The Airport reserves the right to:

1. Request clarification and additional information from any respondent during the evaluation process.
2. Negotiate with the selected CM to include further services not identified in this RFP.
3. Refuse to review statements if at least three (3) are not submitted.
4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
5. Issue subsequent RFP's based on refinement of concepts proposed in response to this request.
6. Conduct investigations of the qualifications of the consultants as deemed appropriate.

M. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Airport and the firm selected.

N. The recommended award will be posted on the Airport's website. Failure to file a written protest to the Project Representative within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proposal protest proceedings.

O. All material submitted with the proposals will become the property of the Airport unless otherwise requested at the time of submission.

## **II. TERMS OF CONTRACT**

A. The term of this contract is for Construction Manager at Risk services for the complete CM@Risk services including construction of the project. The Contract used for these services will be a modified AIA A133-2009, Standard Form of Agreement Between Owner and Construction Manager, where the basis of payment is Cost of the Work plus a Fee with a Guaranteed Maximum Price. The proposed contract form will be issued as an addendum, no later than September 20, 2019. The Project Team includes ZHA, project manager; JRA Architects, terminal architect, and AVCON, airfield engineer. Should there be any modifications to the plans for budget or VE options, members of the Project Team will make those alterations. Upon selection of the CM@Risk firm and approval by the Airport Board, the Contract will be executed for pre-construction phase services only which includes the preparation of the Guaranteed Maximum Price (GMP) for construction of the Project by the CM@Risk in accordance with a contract documents and agreed upon schedule. Subsequently, and in accordance with the terms and conditions of this RFP, amendments to the CM@Risk contract are anticipated to be issued for Construction services upon acceptance by the Airport and approved as applicable.

B. The information contained in the RFP, and any written documents supplementing, amending, or incorporating the proposal shall be incorporated into the contract between the Airport and the selected firm unless expressly provided otherwise by the contract. The contract may be amended only by written agreement of the CM and the Airport. The order for contract precedence will be the Contract, the Airport's RFP, and the Proposer's Proposal.

C. All reports, documents, or other written material developed by the CM in the performance of this Agreement shall be and remain the property of the Airport without restriction or limitation upon its use or dissemination. Such material shall not be the subject of a copyright application.

D. This RFP and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida, including Florida's public records laws, and applicable federal laws governing federally funded contracts and the Airport Improvement Program ("AIP"), including 2 CFR Part 200 and all Federal Aviation Administration regulations, orders, advisory circulars, and grant assurances. The Airport intends to use AIP funds toward this contract and, therefore, where the laws and rules for spending such funds are inconsistent with Florida law, the Airport may follow such laws and rules for AIP funds. The resulting contract shall be deemed to have been executed and entered in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. City and Proposer hereby agree that this RFQ and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Panama City, Florida.

### **III. PROPOSAL PROCEDURES**

#### **A. SCHEDULE**

Issue Request for Qualifications, Friday September 13, 2019

Pre-Submittal Meeting at Site, Thursday September 19, 2019 at 2:00 PM CST.

Deadline for Consultants to submit written questions or seek clarification of the RFQ is 4:00 PM, CST Thursday, October 3, 2019. Questions and responses will be published on the Airport's website as they are received.

RFP Submission Deadline 2:00 PM, CST, Tuesday October 15, 2019.

Interviews: There will be no interviews anticipated for this project.

Airport Board Approval to Negotiate and Award Contract with Recommended CM@Risk Wednesday October 23, 2019.

Kick-off meeting on site, Tuesday November 5, 2019.

Contract Performance November 5, 2019 –June 31, 2020

#### **B. AWARD OF CONTRACT**

1. The Airport intends to award a contract or contracts resulting from this solicitation to the responsible firm(s) whose qualifications represent the best value after evaluation in accordance with the criteria in this solicitation.

2. The Airport reserves the right to evaluate Proposals and award a contract without interviews with offerors. Therefore, the consultant's initial proposals should contain the firm's best presentation of the firm's capabilities, experience and other requested information.

#### IV. INSURANCE REQUIREMENTS

A. The CM, sub consultants, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such certificates of insurance have been submitted to the Project Representative; nor shall the CM permit any sub consultants, vendors, or suppliers to begin work until similar insurance to cover the sub consultants, vendors, or suppliers has been obtained and approved by the Consultant.

B. The minimum insurance coverage and limits required are shown by coverage line in the section below. Failure of the Consultant to identify deficiencies in any insurance provided by sub consultants, vendors, or suppliers shall not relieve sub consultants, vendors, or suppliers from any insurance obligations

#### C. Coverage Required

1. Workers Compensation and Employer's Liability - Workers compensation insurance providing statutory benefits as required in the state of Florida and employer's liability with limits of not less than:

- a. \$500,000 E.L. Each Accident
- b. \$500,000 E.L. Disease - Each Employee
- c. \$500,000 E.L. Disease - Policy Limit The policy shall include a waiver of subrogation in favor of the Airport. The certificate must clearly identify that coverage applies in the state the CM, sub consultant, vendor, or supplier is located and includes coverage for Florida as required by statute.

2. Commercial General Liability - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$2,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Blanket Contractual Liability
- h. Primary and Non-Contributory Endorsement
- i. Independent Consultant's Liability
- j. Additional Insured - Owners, Lessees or Contractors - Completed Operations (ISO form CG 20 37)

3. Commercial Automobile Liability - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- a. Bodily Injury and Property Damage: \$1,000,000 combined single limit

b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

4. Professional Liability Insurance - The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Consultant, sub consultant and its sub-sub consultants and/or sub-suppliers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years 11 following completion of the scope. A copy of the policy shall be provided to the City. Minimum limits are:

a. Prime Design Professional: \$1, 000,000 per occurrence/aggregate;

b. Sub-Design Professional: \$1, 000,000 per occurrence/aggregate.

Coverages shall include:

a. Indemnification Endorsement: Panama City Bay County Airport and Industrial District and any other parties as required by contract as indemnified parties;

b. Contractual Liability covering hold harmless agreement contained in the contract must be included without exceptions;

c. Delays in project completion and cost guarantees are covered;

d. Insurance is primary and non-contributory;

e. Insuring agreement to read: "to pay on behalf of in lieu of to indemnify";

f. Separation of insureds;

g. Retroactive date: Will apply back to the first date of professional services;

h. No exclusions for construction means, methods, techniques, sequences and procedures;

E. Certificate of Insurance Prior to commencing its performance under the contract, Consultant and all sub consultants, vendors or suppliers shall provide the Airport a Certificate of Insurance evidencing the coverage's previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The CM, sub consultant, vendor, or supplier shall maintain a current Certificate of Insurance with Airport for this period.

F. Waiver of Subrogation All insurance coverage maintained by the CM and all sub consultants shall include a waiver of any right of subrogation of the insurers thereunder against the Airport, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Consultant and all sub consultants further waive all claims and all rights of subrogation against the Airport, employees, insurers and underwriters for loss of, or damage to, Consultant/sub consultant scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Consultant/sub consultant.

## **V. SCOPE OF SERVICES**

The work consists of installing a new 7,000 SF modular terminal building, constructing all of the interior walls and finishes, including restrooms, concession space and passenger seating for approximately 280 passengers;

constructing a connector ramp between the existing terminal building and the new modular terminal building; extending electrical services (including fire alarm) to new modular terminal building; Modifications will be made to the existing hold room space as well as to the ramp that connects the existing terminal to new modular expansion. Alternates will be considered for the construction and installation of Gate 6 and 7 Passenger Boarding Bridges (PBB), which would include the construction of PBB pedestal(s), relocation of an existing refurbished PBB, installation of a new PBB, installation of a covered ramp system to the PBB rotunda and extension of electrical services to power the PBB equipment. The goal is to have the CM help work out an economical solution to construct the covered ramp system.

## **VI. SUBMITTAL REQUIREMENTS**

Any firm wishing to be considered is requested to submit the following documentation in the order listed:

1. Letter of interest.

2. Company Profile

- a. The location of staffing and firm resources expected to be made available to serve the Airport.
- b. Contractor's License (photocopy)
- c. General capabilities.
- d. Number of years in business.

3. Experience and Specific Capabilities

- a. The firm's experience. Provide a minimum of 5 examples of similar public projects.
- b. A description of the firm's personnel who will be assigned to the work detailed in the Scope of Services, including professional qualifications (education, registrations, and professional affiliations), and pertinent experience. Include CM Project Executive, CM Project Manager, CM Field Superintendent, Scheduler and Chief Estimator.
- c. An example of each of the following:
  - a 90-100% CD GMP proposal costs and qualifications
  - a Project Schedule
  - a Value Engineering Report

4. Project Management

- a. Description of pre-construction services.
- b. Staffing plan, including participation of principals.
- c. Estimated schedule to complete the work.
- b. List of General Requirements.
- d. Preliminary comments/questions regarding project construction documents
- e. Comments relating to the use of AIA A-133 CM @ Risk Contract

5. Financial

- a. Preconstruction Fee
- b. Estimated monthly General Conditions and General Requirements cost during construction.
- c. Labor Burden on staff hourly rate.
- d. OH&P Fee.

6. References

A list of all public agency clients within the past five (5) years, along with contact information for each client (name and telephone number of an individual familiar with the company's work).

7. Proof of insurance and its limits.

8. Required Forms:

- a. Public Entity Crimes Statement
- b. Non-Collusion Affidavit
- c. Conflict of Interest Disclosure
- d. Indemnification

## VII. EVALUATION PROCESS

A. An evaluation committee will review each Proposal to determine if it is responsive to the requirements outlined in this solicitation. Only Proposals following the requirements of this solicitation will be reviewed. Failure to comply with these requirements may cause the Proposal to be declared non-responsive.

B. To properly evaluate the Proposals, additional clarification may be requested of one or more respondents.

C. The committee will evaluate all Proposals and rank them on a scale of 0 to 100, with 100 being the highest. The committee will be comprised of individuals with the appropriate experience and/or knowledge. The following criteria will be used for the ranking:

### Points

<b>1. Company Profile</b>	<b>10 points</b>
<b>2. Experience and Capabilities</b>	<b>25 points</b>
<b>3. Project Management</b>	<b>25 points</b>
<b>4. Financial</b>	<b>25 points</b>
<b>5. References</b>	<b>15 points</b>
<b>Total Possible Points</b>	<b>100 points</b>

D. The evaluation process is designed to award a contract resulting from this RFQ to the Respondent deemed by the Airport to be most responsive and who offers the best combination of attributes based upon the evaluation criteria. "Responsive Respondent" is defined as a Respondent that conforms in all material respects to the RFP and who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

M. The Evaluation Committee will submit their recommended ranking of the firms to the Airport Board. The Airport Board will then meet publicly and either approve the Evaluation Committee's rankings or review the proposals, deliberate, and adopt a different ranking and provide specific reasons for why it chose to rank the proposals differently..

O. The respondent understands that this RFQ does not constitute an agreement or contract with the Airport. The official contract or agreement is not binding until the proposal is reviewed and accepted by the Airport Staff and Board and a contract is executed by all parties. If proposals are found to be acceptable by the Airport,



a contract will be awarded to the Respondent whose evaluated proposal is determined to be in the best interest of the Airport.

P. The Contract between CM shall be in the form of a modified AIA A133-2009, Standard Form of Agreement Between Owner and Construction Manager, where the basis of payment is Cost of the Work plus a Fee with a Guaranteed Maximum Price, to be issued by addendum. The successful Consultant shall assist and cooperate with the Airport in executing the Contract, and within ten (10) calendar days following its execution shall return it to the Airport along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.

END OF INSTRUCTIONS TO PROPOSERS

### 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 Submitter has not colluded, conspired, connived, or agreed, directly or indirectly with any SUBMITTER or person, to put in a sham Proposal, 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 SUBMITTER or to fix any overhead, profit or cost element of said Submittal or of that of any other SUBMITTER 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 SUBMITTER has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Signature of Submitter)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public in and for) State: \_\_\_\_\_ County: \_\_\_\_\_

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

**ANTI-LOBBYING FORM**

**CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf  
(name and title of Submitter's official)

of \_\_\_\_\_, to the best of my knowledge and belief, that:  
(name of Submitter)

- (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)

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

By submitting a proposal under this solicitation, the Submitter 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 Submitter, 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

**ACKNOWLEDGEMENT OF ADDENDA**

Submitter 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: \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Panama City-Bay County Airport and Industrial District employee(s), appointed officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DRUG FREE WORKPLACE**  
**Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**E-VERIFY**

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SWORN STATEMENT UNDER 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 And Submitted With The Bid

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
For \_\_\_\_\_

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 Section 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 of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation 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 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 agreement 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 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.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active 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 Office 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 vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Mexico Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR 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 STATUES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
Commissioned Name of Notary Public]

## FEDERAL REQUIREMENTS

All applicable federal law and federal procurement requirements shall apply to this RFP and the resulting contract. The following requirements must be included in this RFP document pursuant to federal law, but this is not an exhaustive list of all applicable requirements. The contract shall have additional federal requirements that are typical for projects utilizing federal funds and the Contractor shall not be excused from complying with any law due to the failure to include it or reference it in this RFP or the contract that results from it.

1. **GENERAL CIVIL RIGHTS PROVISIONS:** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
  
2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (applies only if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.)).
  - 2.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
  - 2.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

### **Timetables**

Goals for minority participation for each trade: [sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

2.4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Bay County, Florida.

### **3. Title VI Solicitation Notice**

The Panama City-Bay County Airport and Industrial 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 Submitters 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 this contract. It is the policy of the Panama City-Bay County Airport and Industrial 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.

**4. DISADVANTAGED BUSINESS ENTERPRISES:**

4.1. Contract Assurance (§26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

4.2. Prompt Payment (§26.29) - The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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.

**5. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES:** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (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, subgrants, 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.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror 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 CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of 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 Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration 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.

7. **TRADE RESTRICTION CERTIFICATION:** By submission of an offer and entering into this Agreement, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 (USTR);
- 2) 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 USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

The Offeror/Contractor 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

8. **PROCUREMENT OF RECOVERED MATERIALS:** Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**9. BUY AMERICAN PREFERENCE:**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

## **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - To faithfully comply with providing U.S. domestic products.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

**ATTACHMENT G**

**Vendor Certification Regarding Scrutinized Companies Lists**

Vendor Name: \_\_\_\_\_

Vendor FEIN; \_\_\_\_\_

Vendor's Authorized Representative Name & Title: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with an agency for goods or services of \$1 million or more may be terminated at the option of the agency if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\*Signature of Authorized Representative \_\_\_\_\_

Name & Title

\* This individual must have the authority to bind the Vendor.