

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
(RFP)
No. 22-5520
On-Call General Engineering Consultant Services**



City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

RFP Issue Date
Wednesday, December 27, 2022

Submittal Date
Wednesday, February 8, 2023

A. NOTICE

In accordance with Florida Statute 287.055, Consultant’s Competitive Negotiation Act, the City of Naples Airport Authority (NAA) is seeking responses to a Request for Proposals and Qualifications (“RFP”) from qualified and experienced engineering firms for professional engineering services for the NAA, with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

B. TIMELINE

Scheduled Item	Scheduled Date
Request for Qualifications (RFP) Issue Date	Tuesday, December 27, 2022
Requests for Information Deadline (Questions) emailed to lbst@flynaples.com Microsoft WORD format	Friday, January 20, 2023, by 5:00 p.m. Local time.
Final Addendum Issued on www.flynaples.com	Monday, January 23, 2023, by 5:00 p.m. Local time.
RFP Submittal Deadline and Location Naples Airport GA Terminal- 2 nd Floor Receptionist Desk 160 Aviation Drive North, Naples Florida 34104	Wednesday, February 8, 2023, by 3:00 p.m. local time
Staff Committee Evaluation of Submittals to Determine Shortlist Public Meeting - Naples Airport Larson Conference Room 160 Aviation Drive North, Naples, FL 34104 and ZOOM (see page 8)	Monday, February 27, 2023, 2:30 p.m. Local time.
Publication of Shortlist on www.flynaples.com	Tuesday, February 28, 2023, by 5:00 p.m. Local time
Presentations and Interviews -NAA Consultant Selection Committee Public Meeting - TBD	Tuesday, March 28, 2023, from 9:00-12:00, AOB Conference Room
Selection Committee Ranking Approval by NAA Board	Thursday, April 20, 2023
Contract Negotiations Begin With #1 Ranked Firm	Within one week from Board Approval.

C. CITY OF NAPLES AIRPORT AUTHORITY

The NAA was created under Laws of Florida 69-1326, as amended, as an independent authority responsible for the operation of the Naples Municipal Airport. It is governed by a five (5) member volunteer Board of Commissioners who are appointed by the Naples City Council. Under their direction, an Executive Director manages the airport and its programs.

The NAA financially supports itself directly from aviation fuel sales and airport user fees, and indirectly by airport user taxes. No local, state, or federal general taxes, such as property, utility, sales, intangible or income taxes directly support the NAA. The NAA receives, for certain capital projects, state and federal financial funds.

General information about the Naples Airport Authority can be obtained from our official website <http://www.flynaples.com/>.

It is anticipated that the projects *may* be funded by Federal grants from the Federal Aviation Administration (FAA) under its Airport Improvement Program, State grants from the Florida Department of Transportation (FDOT) and/or by the Authority (non-grant) funds. This will require

the Consultant to provide input and guidance to the Authority about said programs and to ensure the Authority's compliance with all applicable standards, advisory circulars and regulations of the FAA, State of Florida and the City of Naples as set forth in the sample Professional Services Agreement attached to this RFP as Exhibit A.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project does not exceed \$4 million, and professional services for each individual project does not exceed \$500,000 or the maximum sum allowable by law under Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, whichever is greater, and agreed upon by the parties. All work will be performed in accordance with industry standards and comply with applicable laws, and regulations.

D. TERM OF CONTRACT

The contract term, if awards are made, is intended to be for five (5) years.

Prices shall remain firm for the term of the awarded contract.

Surcharges will not be accepted in conjunction with this award, and such charges should be incorporated into the pricing structure.

E. SCOPE OF SERVICES AND DELIVERABLES

The Authority reserves the right to modify this scope during negotiations for budgetary reasons.

"Small Projects" in accordance with Florida Statute, Chapter 287.055 may include the following:

- Environmental Studies, Permitting and Mitigation
- DBE Program
- Stormwater Improvements
- GIS Program and Surveying
- Airside/Landside Site and Utility Development
- Runway and Taxiway Improvements
- Fuel farm improvements
- Airfield Electrical (lighting, signage, NAVAIDs)
- Facility Protection from Hurricanes
- Ramp and Hangar Area Development
- Airport Fencing
- Vegetation and Wildlife Management
- Assisting in preparation of necessary applications for local, state and federal grants
- Any other consulting service required for proper maintenance, planning, and development at the Naples Airport.

The scope of these small projects includes the basic engineering services normally required for airport development projects. It involves services generally of a civil/geotechnical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed above. The basic services are usually conducted in, but are not limited to, the five distinct and sequential phases summarized below:

1. **Preliminary Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
 - a) Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
 - b) As applicable, coordinating project with local FAA personnel and other interested stakeholders

- to identify potential impacts to their operations.
- c) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
 - d) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
 - e) Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design/build contracting.
2. **Design Phase.** This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:
- a) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters. 9/25/2015 AC 150/5100-14E Change 1 1-3
 - b) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
 - c) Preparing necessary engineering reports and recommendations.
 - d) Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
 - e) Preparing Construction Safety and Phasing Plan (CSPP).
 - f) Printing and providing necessary copies of engineering drawings and contract specifications.
3. **Bidding and Negotiation Phase.** These activities are sometimes considered part of the construction phase. They involve assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
4. **Construction Phase.** This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:
- a) Providing consultation and advice to the Sponsor during all phases of construction.
 - b) Representing the Sponsor at preconstruction conferences.
 - c) Inspecting work in progress periodically and providing appropriate reports to the Sponsor.
 - d) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
 - e) Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
 - f) Assisting in the negotiation of change orders and supplemental agreements.
 - g) Observing or reviewing performance tests required by specifications.
 - h) Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
 - i) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
 - j) 10. Reviewing operations and maintenance manuals. 9/25/2015 AC 150/5100-14E Change
5. **Project Closeout Phase.** This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:
- a) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
 - b) Providing record drawings.
 - c) Preparing summary of material testing report
 - d) Preparing summary of project change orders
 - e) Preparing grant amendment request and associated justification, if applicable.
 - f) Preparing final project reports including financial summary.
 - g) Obtaining release of liens from all contractors.

This list is not inclusive and is subject to change as priorities and funding change. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

F. CONTENT OF RESPONSES

Respondents are encouraged to keep their proposals concise and to exclude marketing materials, binders and section tabs. The following sections and contents *are* required:

- A. **COVER LETTER:** Provide a one-page transmittal letter introducing the Engineering Team, prepared on the Team Lead's company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number, email address, signed by an individual who is authorized to commit the firm to the services and requirements of the RFP and consequent task orders. The transmittal letter shall also acknowledge any addenda pertaining to this RFP. Any exceptions to the terms and provisions of the sample Service Agreement must be addressed in the RFP Response Transmittal Letter. The Authority maintains the right to reject the respondent's exceptions.
- B. **TEAM INTRODUCTION AND RESUMES:** Provide the resumes and qualifications of the key personnel who will perform the work, relevant licensing information, and any other documentation of experience. This will demonstrate the ability of professional team personnel as shown by their level of experience on projects of similar type, size, and complexity and will measure how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site.
- C. **SPECIALIZED EXPERIENCE, TECHNICAL COMPETENCE AND REFERENCES:** Provide examples of similar projects completed within the past five years. Complete the ***Reference Information Form (REF-1/Exhibit D)*** and include at least three recent (within the last five years) professional references from clients who can provide information regarding the Firm's ability to manage similar contracts and quality and breadth of services provided on similar projects. **NAA must be able to contact your references.**
- D. **PROJECT UNDERSTANDING:** Demonstrate an understanding of the key elements of the Project by providing a project/program management and implementation strategy, including a plan for value engineering, cost control and the approach to the construction safety and phasing plan.
- E. **WORKLOAD:** Describe the Team's ability to take on additional projects and ability to offer the breadth and quality of services required for the project.
- F. Feel free to provide any additional appropriate information that may help us in understanding how your experience and qualifications relate to an organization such as the Naples Airport Authority and any additional services that your firm may provide.

The response to this RFP should be organized in the order set forth above.

G. INSTRUCTIONS FOR BIDDERS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent will demonstrate the firm's ability to provide the required services as listed in this RFP. A copy of the Selection Committee Ranking guideline to be used in assessing each submittal including guidance as to the relative importance we place on each evaluation factor is attached for your information (please see Attachment B). Any data furnished by the NAA is for informational purposes only.

The full response shall not exceed thirty (30) *numbered* pages and shall include a cover letter and all resumes requested in section F. B.; however, the transmittal letter does not count towards the 30-page limit and all DBE confirmation letters requested in Section X.A. may be included as an appendix at the end of the submittal.

1. Responses and Deadline

All responses to this RFP must be submitted to:

Linda Jackson Best
Procurement and Contracts Manager
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

No later than Wednesday, February 8, 2023, by 3:00 P.M.

Submittals shall be sealed and clearly marked on the outside:

**RFP No. 22-5520
On Call General Engineering Consulting Services**

The delivery of the response to the NAA prior to the deadline is solely and strictly the responsibility of the responder.

2. Number of Copies

One (1) unbound, one-sided, printed original submittal is required, along with five (5) unbound two-sided copies, and one (1) USB flash memory card (USB flash drive), containing the submittal, exactly like the unbound printed original in Adobe Acrobat pdf format. Electronic format copy shall be one continuous file. Submissions via facsimile will not be accepted.

3. Rejection of Responses, Cost of Preparation, Public Disclosure

Responding to this RFP will in no way be construed as a commitment on the part of the NAA. The NAA reserves the right to reject any or all responses. The NAA may waive any irregularities in the RFP or the submitted responses and may cancel, re-advertise, postpone, or modify the RFP schedule at any time. The NAA is not responsible for any costs incurred during the preparation and submittal of a response to this RFP. All submittals will become the property of the NAA. The NAA adheres to open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the NAA are subject to public disclosure. The Respondent specifically waives any claims against the NAA related to the disclosure of any materials.

4. Requests for Interpretation or Clarification

Questions concerning this RFP shall be submitted in writing via email, in Microsoft Word format to Linda Jackson Best, Procurement and Contracts Manager at lbest@flynaples.com by Friday, January 20, 2023, by 5:00 P.M. Respondents are encouraged to verify receipt of questions emailed to the NAA. Questions will be answered and posted online as an addendum on the NAA's website: <https://www.flynaples.com/doing-business-with-the-authority/open-bids/> by the close of business on Monday, January 23, 2023. Responders are strongly advised to monitor this site for any additional information and/or addenda regarding this solicitation right up to submittal date.

Only emailed questions will be addressed and answered as an addendum. The issuance of such posted responses is the only official method by which interpretation, clarification or additional information will be given by the NAA. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect. **In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, responders shall not contact any other City of Naples Airport Authority Employees, Agents, City of Naples Elected Officials, City of Naples Employees or Naples Airport Authority Board Members regarding this RFP from advertisement date through Selection Committee Recommendation to the NAA Board.**

5. Supplemental Information

The NAA reserves the right to request any supplementary information it deems necessary to evaluate responder's experience, qualifications, or clarify or substantiate any information contained in the responder response.

6. Disadvantaged Business Enterprise

The NAA recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the NAA are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The NAA has a progressive Disadvantaged, Minority, and Women-Owned Business Enterprises Program in place and encourages Disadvantaged, Minority, and Women-Owned Business Enterprises to participate in its RFP process. All responding parties are required to make all efforts reasonably necessary to ensure that Disadvantaged, Minority and Women-Owned Business Enterprises have a full and fair opportunity to compete for this contract.

7. Americans with Disabilities

The NAA adheres to the Americans with Disabilities Act and will make reasonable modifications for access to Airport services, programs and activities. Please call (239) 643- 0733 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the NAA time to provide the requested services.

H. SELECTION PROCEDURE

An Authority Staff Committee shall evaluate responses to this RFP and short-list no more than three firms at a public meeting on Monday, February 27, 2023, 2:30 p.m. in the Naples Airport, Larson Conference Room 2nd Floor at 160 Aviation Drive North, Naples FL 34104. The Public may participate in person or via ZOOM at the following link:

<https://us04web.zoom.us/j/75757714249?pwd=xiwMLDNZ1z89heX7bsU0qIglEk34rM.1>

A copy of the Submittal Review Guidelines is attached (Exhibit "B").

The short list shall be published on the Authority's website and short-listed team presentations and evaluations by the NAA Board Consultant Selection Committee shall be scheduled. The presenters for each team will be limited to three individuals, including the proposed Lead Engineering Professional, and the responsible corporate individual. Your presentation will be limited to 15 minutes with an additional 15 minutes for questions and answers. Do not provide hard copies of presentations and/or hand-out materials

for Board presentations.

Short-listed firm presentations and evaluations by the NAA Board Consultant Selection Committee will be scheduled and advised via Addendum of the specific date and time.

Upon conclusion of presentations by all short-listed firms, the NAA Board Consultant Selection Committee will rank the presenting firms and submit the final ranking to the NAA Board of Commissioners at a Board meeting for approval, the exact date will be advised via Addendum. Contract negotiations will then commence with the ranked firm(s). If successful negotiations with the highest ranked firm(s) are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are accomplished.

I. ASSURANCES

By responding to this RFP, the firm assures the NAA that, if selected, it will:

- Not assign or transfer the NAA's account, or any portion of the NAA's business, without the NAA's prior written approval.
- Act in the NAA's best interest at all times.
- Sign the NAA's Professional Services Agreement for the agreed-upon work.

J. REQUIRED CONTRACTUAL PROVISIONS

1. FAA REQUIRED PROVISIONS

General Civil Rights Provisions:

The Successful Respondent 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 Successful Respondent and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title Vi Solicitation Notice

The Authority, 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 any contract entered into pursuant to this Request for Proposal, 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.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this Request for Proposal incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Successful Respondent has full responsibility to monitor compliance to the referenced statute or regulation. The Successful Respondent must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act Of 1970

All contracts and subcontracts that result from this Request for Proposal incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Successful Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Successful Respondent retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Successful Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

Certification of 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 confirm 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 Offeror /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.

Texting When Driving (Distracted Driving)

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Certification Regarding Domestic Preferences for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

Trade Restriction Certification

By submission of an offer, 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 § 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.

Certification Regarding Lobbying

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.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Certification of Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

1) The applicant represents that it is (ü) is not (ü) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax

liability.

2) The applicant represents that it is (ü) is not (ü) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

2. FLORIDA STATE PROCUREMENT LAW REQUIRED PROVISIONS

Anti-Collusion Statement

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective Respondent, seek to influence or gain the support of any member of the Authority favorable to the interest of any prospective Respondent or seek to influence or gain the support of any member of the Authority against the interest of any prospective Respondent. Any such activities shall result in the exclusion of the prospective proposer from consideration by the Authority.

Convicted Vendor List

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

Invoice Compliance

All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

Travel Expenses

Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

Public Records

The Authority may unilaterally cancel the Service Agreement if the Successful Respondent refuses to allow

the public access to all documents, papers, letters, or other material made or received by Successful Respondent in conjunction with the Service Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

No Contact

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Duty To Cooperate With Inspector General

Respondent agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

No Boycott/Prohibited Business

Respondent hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel.

E-Verify

The successful Respondent who becomes the Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the terms of the Agreement and shall expressly require any subcontractors performing work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

3. FLORIDA PUBLIC RECORDS LAW REQUIRED PROVISIONS

(a) IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SERVICE AGREEMENT OR THIS REQUEST FOR PROPOSAL, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, administration@flynaples.com and/or 160 Aviation Drive North, Naples, Florida 34104.

(b) The Successful Respondent acknowledges and agrees that the Successful Respondent shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, the Successful Respondent hereby covenants and agrees that it shall:

- (i) keep and maintain public records required by the Authority to perform the services under the Service Agreement;**

(ii) upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Service Agreement and following completion of the Service Agreement if the Successful Respondent does not transfer the records to the Authority; and

(iv) upon completion of the Service Agreement, transfer, at no cost, to the Authority all public records in possession of the Successful Respondent or keep and maintain public records required by the Authority to perform the services under the Service Agreement. If the Successful Respondent transfers all public records to the Authority upon completion of the Service Agreement, The Successful Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Respondent keeps and maintains public records upon completion of the Service Agreement, the Successful Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority’s custodian of public records, in a format that is compatible with the information technology systems of the Authority.

K. ATTACHMENTS

EXHIBIT A: NAA Sample Professional Services Agreement

EXHIBIT A-1: Master CIP List and Sample Projects

EXHIBIT B: Selection Committee Ranking Guidelines

EXHIBIT C: E-Verify Eligibility Form

EXHIBIT D: References

EXHIBIT A

Sample

PROFESSIONAL SERVICES AGREEMENT

Naples Airport Authority

Contract #xx-xxxx

Name of Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF NAPLES AIRPORT AUTHORITY**, a political subdivision of the State of Florida (the “Authority”), and _____, a State of _____ corporation authorized to transact business in the State of Florida (“Professional”) (the Authority and Professional each individually a “Party” and collectively the “Parties”).

RECITALS

- A. The Professional is an Engineering firm, licensed by the State of Florida (license number) _____.
- B. The Professional maintains insurance coverage as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the Authority.
- C. The Authority anticipates instructing Professional to perform and provide the specific services and work for continuing services for the _____ with said services being described in Exhibit A attached hereto and made part of this Agreement (the “Services”).
- D. Professional represents and warrants it is willing and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth under this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Authority and Professional agree as follows:

TERMS

1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the Authority as the Authority instructs from time to time. The precise Services to be performed by Professional for the Authority are fully described, and set forth in Exhibit A and Schedules 1-2.
2. Term. The term of this Agreement and deadline for satisfactory completion of all of the Services by Professional are described and set forth in Exhibit A. Notwithstanding anything in this Agreement to the contrary, the Authority shall have the exclusive right to terminate this Agreement, without charge or penalty, at any time and for any reason without charge or penalty, in its sole discretion, upon thirty (30) days written notice to Professional. In the event of such termination by the Authority, (a) Professional shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the Authority shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Professional hereunder.
3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a “Termination Event”), all of the rights and privileges of Professional hereunder shall, at the Authority’s sole option, cease to exist and this Agreement shall automatically terminate:

- a. Professional fails to strictly comply with, fulfill, perform, keep or observe any of Professional's obligations, covenants or conditions under this Agreement within five (5) days after written demand from the Authority, time being of the essence;
- b. Professional makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;
- c. The loss of any of Professional's licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement;
- d. The appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of Professional's assets or business;
- e. The Authority determines, in its reasonable discretion, that Professional is or will be unable to pay its debts as they become due in the ordinary course of Professional's business; or
- f. Any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against Professional, or any other voluntary or involuntary proceeding in any court instituted to declare Professional insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Professional has the right to affirm this Agreement and continue to perform the obligations of Professional hereunder, such trustee or Professional shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Professional hereunder outstanding as of the date of the affirmance of this Agreement and provide to the Authority such adequate security and assurances as may be necessary to ensure the Authority the continued performance of Professional's obligations under this Agreement. Further, the Authority shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

No right, power or remedy conferred upon or reserved to the Authority under this Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the Authority may retain all payments due to the Professional at the date of termination until all of the Authority's damages have been established and deducted from payments due.

4. Duties of Professional. Professional shall perform and complete all of the Services during the term of this Agreement described and set forth under Exhibit A and Schedule 1 to the satisfaction of the Authority in a good and professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, Professional shall:

- a. Furnish all of the expertise, management, information, assistance and other requirements necessary to perform the Services to the Authority's satisfaction;
- b. Furnish such professional and support staff, equipment and supplies, if any, as may be specifically required to perform the Services to the Authority's satisfaction;
- c. Deliver to the Authority all memoranda, reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the Authority relating to the performance of the Services and Professional's other obligations under this Agreement;
- d. Provide the Authority with prompt notification of any anticipated delays or difficulties in the performance of the Services;

e. Designate one or more individuals to act on behalf of Professional with respect to the Services and with whom the Authority may confer with respect to the Services; and

f. At all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement.

Professional covenants and agrees with the Authority that should Professional at any time become aware of any act, occurrence or omission on the part of the Authority or the Authority's commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns which Professional believes or has reason to suspect may give rise to a claim by Professional of bad faith, negligence, fraud or any other form of liability against the Authority, Professional shall advise the Authority in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of its discovery, or Professional shall be deemed to have waived the claim and be forever barred from asserting that claim or a related claim against the Authority. The purpose of this provision is to promptly advise the Authority of any potential claim and to allow the Authority to immediately investigate, and, if necessary, remedy the allegation. Professional agrees that its failure to notify the Authority of a claim or potential claim within a reasonable period of time of its discovery, not to exceed thirty (30) days, shall be a complete bar to the pursuit of such claim against the Authority and the Authority's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in their individual and representative capacities.

5. Work Made for Hire, Assignment. All work product, research, notes, drawings, blueprints, models, reports, analyses, documents, instruments, data and other information prepared by Professional in connection with the Services (collectively the "Work") shall be deemed work made for hire and made in the course of the Services rendered under this Agreement. To the extent that the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the Authority by Professional. As such, the Work shall belong exclusively to the Authority.

6. Compensation and Written Invoices.

a. Subject to the terms and conditions of this Agreement, the Authority shall pay Professional for the performance and completion of the Services at the rates and in the manner set forth in Exhibit A and Schedule 2. Upon completion and acceptance of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority, Professional shall send the Authority a written invoice detailing the time and authorized charges for such Services. All such written invoices are payable within sixty (60) days of receipt by the Authority.

b. Notwithstanding anything in this Agreement to the contrary, should Professional fail to commence, provide, perform or complete any of the Services in a timely and diligent manner, in addition to any other rights or remedies available to the Authority, including the rights specified under Paragraphs 2 and 3 herein, the Authority, in its sole discretion, may withhold any and all payments due and owing to Professional until such time as Professional resumes performance of its obligations in such a manner so as to satisfy the Authority.

c. After being paid by the Authority, Professional shall immediately pay all subcontractors who have submitted invoices for work already performed. If applicable, Professional shall strictly comply with the provisions of Florida Statute sections 255.071 through 255.078. Failure of Professional to pay any subcontractors shall, at the Authority's option, be considered a material breach of this Agreement and, therefore, a Termination Event hereunder.

7. Licenses. Professional represents and warrants to the Authority that it has the resources and expertise necessary to complete the Services in accordance with the terms and conditions of this Agreement. Professional agrees to obtain and maintain throughout the entire term of this Agreement all licenses, registrations and permits as are required to transact business in the United States, State of Florida, Collier County and the City of Naples, including, but not limited to, all licenses and permits required by the respective federal and state boards and other governmental agencies responsible for regulating and licensing the Services to be provided by Professional. The employees,

personnel, sub-contractors and agents assigned by Professional to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered and permitted to perform such duties if required by applicable law. Upon request of the Authority, Professional shall provide the Authority with copies of all applicable licenses, registrations and permits of Professional and Professional’s employees, personnel, sub-contractors and agents required under this Paragraph 7.

8. Insurance. Professional shall maintain all of the insurance coverage set forth in this Paragraph 8 uninterrupted at all times while Professional is providing Services under this Agreement. In the event Professional becomes in default of any of the insurance requirements hereunder, the Authority reserves the right to take whatever legal actions are deemed necessary to protect its interest. Professional agrees that, to the fullest extent available, all insurance policies required hereunder shall provide that the Authority is an additional insured.

a. Workers’ Compensation / Employer’s Liability. Professional shall maintain workers’ compensation / employer’s liability insurance, and the maximum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

Part One:		“Statutory”
Part Two:		
	Each Accident	\$ 100,000
	Disease – Policy Limit	\$ 500,000
	Disease – Each Employee	\$ 100,000

b. Commercial General Liability. Professional shall maintain commercial general liability insurance (or broad form property damage covering all Services and other work performed by Professional pursuant to this Agreement), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, without exclusion for independent contractors, shall be:

General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Products and Completed Operations	\$ 1,000,000

The insurance required under this Paragraph 8(b) shall include coverage for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Professional under this Agreement or the use or occupancy of the Authority premises by, or on behalf of, Professional in connection with this Agreement.

c. Business Auto Liability. Professional shall maintain business auto liability insurance (for all owned, hired and non-owned vehicles), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence – Bodily Injury and Property Damage Combined	\$ 1,000,000
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d. Professional Liability / Malpractice. Professional shall maintain professional liability / malpractice insurance, and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$ 2,000,000

The insurance required under this Paragraph 8(d) shall (i) include coverage for all Services and other work of Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the Authority’s Executive Director, and (ii) notwithstanding anything herein to the contrary,

be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Services by Professional or termination of this Agreement.

e. General Requirements. Renewal certificates evidencing all of the insurance required under this Paragraph 8 shall be sent by Professional to the Authority thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph 8 shall provide that the Authority shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage. All insurance coverage of Professional shall be in addition to, and shall in no way be construed or interpreted to be a limitation of, Professional's indemnification and other obligations to the Authority under Paragraph 9 of this Agreement. It is expressly agreed that Professional's policies of insurance required under this Paragraph 8 shall be primary over any insurance which the Authority may maintain or carry, and that Professional shall obtain from its insurers an endorsement waiving any other insurance clauses which may be in conflict with this provision, and evidence of such waiver shall be indicated on all insurance policies or certificates of insurance furnished to the Authority. Professional shall be responsible and liable for insuring that all of Professional's employees, personnel, subcontractors, agents, licensees or invitees who perform any of the Services carry and comply with the same insurance coverage and requirements required of Professional under this Paragraph 8. Upon the request of the Authority, Professional shall deliver to the Authority copies of all insurance policies required hereunder.

9. Indemnification. To the fullest extent permitted by applicable law, Contractor shall indemnify and hold harmless the Authority and the Authority's past and present commissioners, officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the Authority may have under the doctrine of sovereign immunity under Florida Statute section 768.28 or otherwise. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving Contractor of any of its obligations hereunder. The obligations of this Paragraph 9 will (i) survive termination of this Agreement and (ii) not be limited in any way by the amount of any insurance required to be obtained or maintained under this Agreement or by Contractor's limit or lack of sufficient insurance protection. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

10. Rules and Regulations. In performing the Services, Professional shall comply with each of the following:

a. Any and all of the Authority's (i) Rules and Regulations of the Naples Municipal Airport, Naples, Florida, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules and other requirements on file in the offices of the Executive Director of the Authority or a hereafter promulgated, established or amended from time to time by the Authority in its sole discretion (collectively the "Airport Rules and Regulations"). The Airport Rules and regulations are incorporated herein by reference and made part of this Agreement. Upon request, Professional shall have the right to review any of the Airport Rules and regulations during regular business hours at the offices of the Executive Director of the Authority; and

b. Any and all applicable laws statutes, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.

11. No Waiver. The failure of the Authority to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the Authority of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. Severability. The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon being valid in law, and, in the event that any one or more of the provisions of this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included.

13. No Assignment. Professional shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Professional hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the foregoing shall be a material default and, therefore, a Termination Event under this Agreement.

14. Independent Professional. Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint venturer of the Authority. Professional shall perform the Services and its obligations under this Agreement as an independent contractor. Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall hold themselves out as having the power or authority to bind or create liability for the Authority. Professional shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and Professional shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage, including insurance.

15. Notices. All notices and Communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized overnight courier or by certified United States mail, return receipt requested, to the perspective Parties as follows:

As to the Authority: City of Naples Airport Authority
Attention: Christopher A Rozansky
Executive Director
160 Aviation Drive North
Naples, Florida 34104
Phone: (239) 643-0733
Facsimile: (239) 643-4084
Email: crozansky@flynaples.com

With Copy to the Authority's Attorney: William L. Owens
Bond, Schoeneck & King, PLLC
4001 Tamiami Trail North, Suite 105
Naples, Florida 34103
Phone: (239) 659-3800
Facsimile: (239) 659-3812
Email: owensw@bsk.com

If to Professional: Company: _____
Name: _____
Title: _____
Address: _____
City _____ State: _____ Zip: _____
Phone _____
Email: _____

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.

16. Attorneys' Fees. In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party's costs and expenses, including, without limitation, reasonable attorneys' fees (through all appeals).

17. Governing Law and Venue. This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws under jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. **PROFESSIONAL AND THE AUTHORITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.**

18. Paragraph Headings. None of the Paragraph headings of this Agreement shall be construed as a limitation upon the provisions hereof. Paragraph headings having been inserted as a guide and partial index and not as a complete index of the contents of any Paragraph or other provision of this Agreement. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in this Agreement, it shall include the other.

19. Counterparts. This Agreement may be executed in counterparts by manual signature or authenticated by any electronic signature or other method effective under applicable law, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

20. No Modification. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

21. Encumbrances. Professional hereby covenants and agrees that all of Professional's rights and privileges under this Agreement are subject and subordinate to any and all rights, liens, licenses, leases, tenancies, mortgages, uses, encumbrances and other restrictions which may now or hereafter bind the Authority or encumber the Naples Municipal Airport, and to all renewals, modifications and extensions thereof. In addition, this Agreement shall be subject and subordinate to all of the provisions and obligations of the Authority under any existing or future laws, regulations, grant assurances, requirements or agreements, by, from or with the United States Government or other governmental authority compliance with or the execution of which has been or will be required as a condition precedent to the operation (or granting of Federal or other governmental funds for the development) of the Authority or Naples Municipal Airport. Professional shall, upon request of the Authority, execute any subordination documents which the Authority may deem necessary, but no such documents shall be required to effectuate the subordination by Professional under this Paragraph 21.

22. Further Assurances. From and after the execution and delivery of this Agreement, Professional shall cooperate with the Authority in taking such actions, executing such instruments and granting such rights as may be reasonably necessary or requested by the Authority to effectuate the purposes of this Agreement or to evidence or perfect the rights and privileges granted, and the obligations assumed hereunder.

23. No Third-Party Beneficiary Intended. This Agreement is made solely for the benefit of Professional and the Authority, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.

24. Required Contract Provisions. Professional hereby covenants and agrees to observe, comply with and perform all of the terms, conditions, representations, warranties, requirements, promises and obligations set forth in Exhibit B attached hereto and made a part of this Agreement. For the purposes of Exhibit B, Professional shall be the "Contractor" as set forth therein.

25. Entire Agreement. This Agreement, together with terms, conditions and requirements set forth under that Request for Proposals and Qualifications (No. 22-5520) (“RFP”) for On-Call General Engineering Consultant Services on December 27, 2022 (including all exhibits and schedules contained therein, as well as any and all addenda to the RFP issued thereafter), represents the entire Agreement between Professional and the Authority and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. Each Party has had the opportunity to review with counsel the terms of this Agreement and to negotiate the same. Therefore, any ambiguity in this Agreement shall not be construed against either Party by virtue of having drafted this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROFESSIONAL:

AUTHORITY:

CITY OF NAPLES AIRPORT AUTHORITY
a political subdivision of the State of Florida

Print Name: _____
Title: _____

Christopher A. Rozansky
Executive Director

Date: _____

Date: _____

Approved as to form and legal sufficiency by:

Christopher J. Hoertz, Esq.
Counsel to the Authority

Date: _____

EXHIBIT A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement are described in Schedule 1 (“*Scope of Services and Deliverables*”), attached hereto and made a part of this Agreement.

Deadline For Satisfactory Completion: Except as otherwise provided in this Agreement, the deadline for satisfactory completion of all of the Services by Professional will be determined by each task order assigned under the Agreement; provided, however, the deadline for satisfactory completion of all of the Services to be provided by Professional under this Agreement shall be on or before the termination of this Agreement.

Contract Term: The term of this Agreement is for five (5) years.

Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the rates and manner of compensation due to Professional from the Authority for the performance and completion of all of the Services to the satisfaction of the Authority is based upon the positions and associated hourly rates set forth under Schedule 2 (“*Position and Hourly Rate Schedule*”) attached hereto and made a part of this Agreement.

Other Provisions and Obligations of Professional: In addition to the Professional’s obligations set forth herein and all common law duties, Professional shall: _____

SCHEDULE 1

SCOPE OF SERVICES AND DELIVERABLES

This category includes the basic engineering services normally required for airport development projects.

SCHEDULE 2

Position and Hourly Rate Schedule

Exhibit A-1
Master CIP List

Projects highlighted are similar in nature to potential FAA funded projects

Project	Project
Runway 5/23 Drainage Phase 3	NQ Taxiway B Extension & Landfill site development design
Long Term Solar Farm	Facility Maintenance Expansion
NRT Design	Airport Road Landscape Improvements
NRT CMAR	GAT Expansion and Modernization, GA Traffic and Parking
Fuel Farm Expansion	E Quad N Ramp Rehab Phase II
AOB Remodel	GAT Expansion and Modernization, GA Traffic and Parking
Electrical Vault Improvements	NQ Street Lighting and conversion of existing to LED.
NAVAID's	Hangar Door Replacement 2021
Master Drainage Plan Update	ATCT
S Quad T-Hangar Site Development	Airport Road Landscape Improvements
Long term parking lot expansion	Long Term Solar Farm
Airport Road Fence Improvements	Modular Office Units
Security/CCTV	GAT 2023 Int. & Ext. Imp.
Taxiway A/B Safety Improvements-Design	Hangar Door Replacement 2023
Rwy 5/23 Perimeter Roads-Design	NRT Ramp Design Phase 1 & 2
Taxiway A-3 Design	Pilots Lounge
Observation Deck	Taxiway A-3 Design

EXHIBIT B

CONTRACT PROVISIONS

In addition to all of the obligations of the Professional, Contractor or Bidder under this Agreement or Solicitation, as the case may be (any and all of whom shall be “Contractor” for the purposes of this Exhibit B), Contractor hereby covenants and agrees to observe, comply with and perform all of the following terms, conditions, representations, warranties, requirements, promises and obligations:

FLORIDA PUBLIC RECORDS LAW REQUIRED PROVISIONS

(a) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY’S CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, ADMINISTRATION@FLYNAPLES.COM AND/OR 160 AVIATION DRIVE NORTH, NAPLES, FLORIDA 34104.

(b) Contractor acknowledges and agrees that Contractor shall be required to comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes. Specifically, Contractor hereby covenants and agrees that it shall:

(i) keep and maintain public records required by the Authority to perform the services under this Agreement;

(ii) upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the Authority; and

(iv) upon completion of this Agreement, transfer, at no cost, to the Authority all public records in possession of Contractor or keep and maintain public records required by the Authority to perform the services under this Agreement. If Contractor transfers all public records to the Authority upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority’s custodian of public records, in a format that is compatible with the information technology systems of the Authority.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*)

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI Solicitation Notice:

The City of Naples Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387).

The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CERTIFICATION OF BIDDER REGARDING DEBARMENT

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

As a condition of responsiveness, the Bidder must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Naples Airport Authority ("Owner") to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, 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 § 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.

CERTIFICATION REGARDING LOBBYING

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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ANTI COLLUSION STATEMENT

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective bidder, seek to influence or gain the support of any member of the Authority favorable to the interest of any prospective bidder or seek to influence or gain the support of any member of the Authority against the interest of any prospective bidder. Any such activities shall result in the exclusion of the prospective proposer from consideration by the Authority.

CONVICTED VENDOR LIST

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

INVOICE COMPLIANCE

All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

TRAVEL EXPENSES

Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

PUBLIC RECORDS

The Authority may unilaterally cancel this Agreement if Contractor refuses to allow the public access to all documents, papers, letters, or other material made or received by Contractor in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

NO CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

DUTY TO COOPERATE WITH INSPECTOR GENERAL

Consultant agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Consultant determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

NO BOYCOTT/PROHIBITED BUSINESS

Consultant hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. The Authority may immediately terminate this Agreement without penalty or cost if any of the foregoing is not accurate.

EXHIBIT B
Submittal Review Guidelines

RESPONSE RANKING	YOUR SCORE	%
Quality of Submittal		5
Team Introduction and Resumes <ul style="list-style-type: none"> • Key team members are qualified to perform the work categories of the project • Team success of delivery of similar projects 		25
Experience and Qualifications Specialized experience and technical competence in the type of work required <ul style="list-style-type: none"> • Respondent has provided comparable projects with which they have been involved • References and past performance evaluations 		25
Respondent has demonstrated understanding of key elements of the Project <ul style="list-style-type: none"> • Respondent has provided a logical approach to the tasks and issues of the Project • Plan for Cost Control • Approach to construction safety and phasing plan 		25
The capacity to accomplish the work within a negotiated time frame <ul style="list-style-type: none"> • Respondent has adequate staff for this project • Current workload of the Respondent 		15
Location of the Respondent's firm and knowledge of SW Florida, City of Naples Permitting and local issues, ; location criteria cannot be based on a political boundary (e.g. city or county limits)		5
TOTAL		100

EXHIBIT C

E-VERIFY ELIGIBILITY FORM

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095 (2), CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The NAA may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

Printed Name Title

Name of Entity/Corporation

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this ___ day of _____, 2021, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires:
NOTARY SEAL ABOVE

EXHIBIT D

PROPOSAL REFERENCE INFORMATION

(project completion within previous five years)

Not applicable if prequalified with State of Florida, in accordance with Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation (Chapter 14-22, F.A.C.).
(attach current Certificate of Qualification)

Project Reference: _____

Project Name Date of Completion

Reference Name (must be directly related to project)

Address

City, State and Zip Code

Phone Email

Project Reference: _____

Project Name Date of Completion

Reference Name (must be directly related to project)

Address

City, State and Zip Code

Phone Email

Project Reference: _____

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