

REQUEST FOR PROPOSALS

Public Relations and Marketing Services



**Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104**

**RFP Issue Date
February 7, 2021**

**RFP Submittal Date
March 8, 2021
2:00 P.M. EST**

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LEGAL ADVERTISEMENT

Request for Proposals

February 7, 2021

Public Relations and Marketing Services

The Naples Airport Authority (NAA) invites the submission of Letters of Interest and Statements of Proposals from all interested and qualified parties with demonstrated expertise in **PUBLIC RELATIONS AND MARKETING** to design and assist the NAA in implementing a cost-effective marketing strategy and create marketing materials. A copy of the detailed Request for Proposals and instructions for submittal may be obtained from the Naples Airport Authority online at <https://flynaples.com/doing-business-with-the-authority/open-bids/> beginning February 7, 2021. Responses are due no later than 2:00 p.m. EST, March 8, 2021.

The NAA reserves the right to accept or reject any or all proposals and to waive any formalities or irregularities in the best interest of the Authority and is not liable for any costs incurred by the responding parties. All Respondents must be licensed in accordance with Florida Laws. The Authority recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Authority 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.

PROSPECTIVE RESPONDENTS SHALL NOT CONTACT ANY NAPLES AIRPORT AUTHORITY OFFICIALS OR STAFF REGARDING THIS REQUEST FOR PROPOSALS, OTHER THAN THE SPECIFIED CONTACT PERSON LISTED IN THE RFP.

City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104
www.flynaples.com

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Naples Airport Authority (NAA) is interested in acquiring a consultant to provide on call public relations and marketing services.

II. TIMELINE

Scheduled Item	Scheduled Date
Request for Proposals (RFP) Issue Date	February 7, 2021
Requests for Information Deadline (Questions)	February 15, 2021
Addendum Issued	February 22, 2021
RFP Submittal Deadline	March 8, 2021 – 2:00 P.M. EST
Evaluation of Submittals to Determine Shortlist	March 8 - 14, 2021
Publication of Shortlist	March 17, 2021
Presentations and Interviews -NAA Consultant Selection	Tentative Week of March 29, 2021
Selection Committee Ranking Approval by NAA Board	April 15, 2021
Contract Negotiations With #1 Ranked Firm	Begin April 16, 2021

III. NAPLES AIRPORT AUTHORITY

The Authority was created under Chapter 69-1326 Laws of Florida, as amended, as an independent Authority responsible for the operation of the Naples 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 Authority 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 Authority. The Authority receives, for certain capital projects, state and federal financial funds. General information regarding the Authority can be obtained from our official website <http://www.flynnaples.com/>.

IV. SCOPE OF SERVICES AND DELIVERABLES

The NAA issues RFPs for advertising and media consultants to assist the NAA with proactive media campaigns, public involvement and to help manage responses to high-profile, technical and sensitive media inquiries. Public involvement includes communicating to all interested persons, groups, media and government organizations information regarding the airport. NAA has found these consultant services to be cost-effective and extremely valuable in communicating the Authority's goals and accomplishments to the media and the public. NAA proposes to contract with a public relations consulting firm to assist with proactive programs such as news conferences, publicity and planning for special events and advertising campaigns, noise abatement outreach, co-marketing programs with airport tenants, and development and execution of a stakeholder outreach campaign to enable the NAA to market itself as a considerate and responsible citizen of the local community. The firm should be fully capable of advising NAA on proactive media outreach opportunities and organizing and executing these projects under the direction of the Community Outreach & Communications Manager and executive leadership.

The Authority anticipates that the services will include, but are not limited to the following:

- Development of a strategic plan for addressing the airport's various constituencies, given the varied outreach needs of those audiences
- Report measures of strategy success and opportunities for improvement
- Working closely with the executive management in developing concept and creative materials for promoting NAA programs and services to the local community and aviation community
- Identification, production and placement/insertion/distribution of a wide-range of marketing collateral products in a variety of media, including digital
- Identification, coordination and development of community partnership programs that would enhance the NAA's stature and visibility as a good citizen of the community
- Coordination and production of various aviation, technical, and marketing award submissions
- Copywriting, blog posts and articles, white papers, press releases
- Case studies and market surveys
- Digital and social media planning, development and maintenance
- Corporate communication, including employee outreach, thought leadership positioning, crisis and issues management, press releases, change management communication, awards preparation & submission
- Public relations outreach including, speeches, presentations, and media interviews, community and stakeholder relations, reputation management, employer branding, sponsorship and event management, trade show support
- Media and industry analyst relations - media / industry analyst development, corporate message creation, refinement and placement, news outreach and management, influencer / partner relations, advertising/media buying
- Track and respond to stories in the media that might benefit from a response from the NAA
- Website design, maintenance, content, SEO
- Analytics in support of traffic to website pages and social media, blogs and other hosted digital media with benchmarks and recommendations for optimizing relevant pages with content or SEO to drive traffic to desired content.
- Special events and promotions planning & coordination
- Monitor and report on the effectiveness of the NAA's own press releases, story pitches and activities
- Developing, printing and/or mailing collateral pieces such as videos, newsletters, handouts or postcards

- Providing multi-lingual services as needed
- Taking photographs and developing videos of assigned projects; prepares, scripts and edits video presentations; creates and produces computer generated graphics
- Develop and implement targeted marketing campaigns that target the media, elected officials and the public
- Engage in unique public participation and solicitation techniques either via the web or in person. The techniques may include but are not limited to public surveys on the web or through social media, opinion polls that produce real-time results graphically to the audience at public meetings or other innovative measures to solicit public input.

V. CONTENT OF RESPONSES

The following sections and contents are required:

- A. A statement of qualifications, to include any applicable certificates, registrations, and licensing pertinent to the work to be performed. This should be accompanied by a one-page transmittal letter prepared on the respondent's company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number and email address, and which is signed by an individual who is authorized to commit the firm to the services and requirements of the RFP. The transmittal letter shall also acknowledge any addenda pertaining to this RFP. Any exceptions to the terms and provisions of the Professional Services Agreement (Exhibit A) must be noted in the transmittal letter. The Authority maintains the right to reject the respondent's exceptions.
- B. Provide the resume and qualifications of the Project Manager assigned to the project, along with the list of key personnel who will perform the work, their individual resumes, relevant licensing information, and any other documentation of experience with similar projects. List all subcontractors.
- C. A project/program management and implementation strategy.
- D. Describe the firm's ability to take on additional projects and ability to offer the breadth and quality of services required for the project.
- E. Provide a detailed breakdown of the cost of fees and services to the Authority. Recommendations and/or options for cost control measures or enhancements shall be considered if they are determined by the Authority, at its sole discretion, to be in its best interest.
- F. Please 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 City of Naples Airport Authority and any additional services that your firm may provide.
- G. References of three (3) similar clients that can be contacted regarding the quality and competency of your firm and the named account executive.

The response to this RFP should be organized in the order set forth above. If subcontracting or joint proposals are to be submitted, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Authority.

VI. SUBMISSION INSTRUCTIONS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent shall demonstrate the firm's ability to provide the required services as listed in this RFP. A copy of the Consultant Selection Committee Submittal Review Guidelines to be used in assessing each submittal, including guidance as to the relative importance placed on each evaluation factor, is attached for your information (Exhibit B). Any data furnished by the Authority is for informational purposes only. The full response shall not exceed thirty (30) pages and shall include all resumes requested in section V and the forms shown in the Exhibits. Blank tabs may not be used to delineate sections.

A. All responses to this RFP must be submitted to:

Zachary Burch
Communications & Community Outreach Manager
Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

No later than March 8, 2021 at 2:00 PM.

- B. Submittals shall be sealed and clearly marked on the outside “**Public Relations and Marketing**”. The delivery of the response to the Authority prior to the deadline is solely and strictly the responsibility of the responder.
- C. One (1) unbound, one-sided, printed, clearly labelled original submittal is required, along with seven (7) unbound two-sided copies, and one (1) USB flash memory card scanned in advance for viruses (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 or email will not be accepted.
- D. Responding to this RFP shall in no way be construed as a commitment on the part of the Authority. The Authority reserves the right to reject any or all responses. The Authority may waive any irregularities in this RFP or the submitted responses and may cancel, re-advertise, postpone or modify the RFP schedule at any time. The Authority is not responsible for any costs incurred by the responding parties prior to the issuance of an executed agreement.
- E. All submittals will become the property of the Authority. The Authority adheres to open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials.

- F. Questions concerning this RFP shall be submitted in writing via email, in Microsoft Word format to Zachary Burch, Communications & Community Outreach Manager at zburch@flynaples.com no later than **5:00 p.m. on February 15, 2021**. 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://flynaples.com/doing-business-with-the-authority/open-bids/> . Responders are strongly advised to monitor this site for any additional information and/or addenda regarding this solicitation. 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 Authority. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.
- G. 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 Naples Airport Authority Employees, Agents, City of Naples Elected Officials, City of Naples Employees, Naples Airport Authority Board Members, the Naples Airport Authority Noise Compatibility Committee Members or Naples Airport Authority Technical Advisory Committee Members regarding this RFP from advertisement date through Consultant Selection Committee Recommendation to the NAA Board, other than the designated contact person listed above.
- H. The Authority 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.
- I. The Authority recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the Authority are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The Authority 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. Information pertaining to the DBE Certification requirements can be obtained by calling the Authority DBE Liaison Officer at 239-643-0733.
- J. The Authority adheres to the Americans with Disabilities Act and will make reasonable accommodations 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 Authority time to provide the requested services.

VII. SELECTION OF THE CONSULTANT

Airport staff will evaluate responses to this RFP and short-list no more than four firms for formal presentations and further evaluation by the NAA Board Consultant Selection Committee. A copy of the Submittal Review Guidelines is attached (Exhibit B). Publication of the short-listed firms will be available on our website.

Short-listed firm presentations and evaluations by the NAA Board Consultant Selection Committee are tentatively scheduled to occur on the week of March 29, 2021. The presenters for each

firm will be limited to three (3) individuals, to include at least the proposed Project Manager and Principal in Charge. Your presentation will be limited to 15 minutes with an additional 15 minutes for Q & A. You may briefly introduce your Project Manager who shall:

- a) Describe the firm's understanding of the project;
- b) Outline the firm's ability to accomplish all tasks within the Scope of the Project;
- c) Describe why the firm is uniquely suited to assist the Authority; and
- d) Respond to all questions asked.

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 the April 2021 Board meeting for approval. Contract negotiations will be conducted by staff with the highest ranked firm. If successful negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are accomplished.

We will NOT consider any request for a "de-brief" until after the contract is awarded and signed. A copy of our Standard Professional Services Agreement is attached for your information. We will assume that if you respond to the RFP that you accept the terms and conditions of our standard agreement.

VIII. ASSURANCES

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

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

IX. GENERAL CONDITIONS

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFP.

A. Definitions

Unless otherwise indicated, the terms used in this solicitation shall have the following meanings:

Request for Proposals (RFP) – A procurement method used to obtain statements of proposals from suppliers for a proposal-based selection process.

The terms *Professional, Consultant, Contractor, Offeror, Respondent* and *Vendor* and are used interchangeably and shall have the same meaning.

All words used herein in the singular form shall extend to include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- B. The successful firm must supply the following certificates, as mandated by the State of Florida, in order for the Authority to ultimately enter into a contract with the firm.

- i. A certificate that states that the firm is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.
 - ii. A truth-in-negotiation certificate that states that 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 firm determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- C. 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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm 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.
- E. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, et seq, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Authority at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

Upon request from the Authority, the Contractor shall 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. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services provided by the Contractor.
2. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Authority. The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Authority a copy of the Contractor's response to each such request.

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

- F. The 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. If the Respondent transfers its obligation to another, the transferee is obligated in the same manner as the Respondent.

This provision obligates the Respondent for the period during which the property is owned, used or possessed by the Respondent and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- G. The 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- H. The successful Respondent, prior to the execution of a contract or agreement related to this procurement action, will be required to provide and maintain insurance coverages that are acceptable to the Authority, which requirements are set forth in the agreement. The policies of insurance shall be primary and written on forms acceptable to the Authority, and naming the Naples Airport Authority as additional insured.

- I. 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.
- J. More than one response from the same Respondent under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is submitting more than one response will cause the rejection of all responses in which the Respondent is involved. Responses will be rejected if there is reason for believing that collusion exists among Respondents, and no participant in such collusion will be considered in any future solicitations for a period of six months following the submittal deadline.
- K. The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm 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.

X. EXHIBITS

Exhibit A: Sample Professional Services Agreement

Exhibit B: Submittal Review Guidelines

Exhibit C: City of Naples Business Travel Procedure

Exhibit D: City of Naples Airport Authority Organizational Chart

Exhibit E: FAA Legally Required Provisions for Solicitations

Exhibit F: Florida Required Provisions for Solicitations

EXHIBIT A

This sample Service Agreement is for informational purposes only and may not be identical to the actual contract executed with the successful bidder. The actual Service Agreement's specific terms and conditions will be negotiated individually with the successful bidder and may include additional provisions, including but not limited to benchmark stages of progress requirements, liquidated damages for failure to meet benchmarks, and rights to terminate the contract if benchmarks are not completed on time as scheduled.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2020 (the "Effective Date"), by and between the **NAPLES AIRPORT AUTHORITY**, a political subdivision of the State of Florida (the "Authority"), and _____, a Florida Corporation authorized to transact business in the State of Florida ("Professional" or "Contractor") (the Authority and Professional each individually a "Party" and collectively the "Parties").

RECITALS

- A. The Professional is a(n) _____ (type of firm) firm, licensed by the _____ (licensing agency(ies)), (License Numbers: _____).
- 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.
- The Authority anticipates instructing Professional to perform and provide the specific services and work for the _____ described in Exhibit A attached hereto and made part of this Agreement (the "Services").
- C. 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

- 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, and the term of this Agreement or deadline for satisfactory completion of all of the Services by Professional (the "Deadline for Satisfactory Completion") are fully described and set forth in Exhibit A.
- Term. The term of this Agreement is from the Effective Date until terminated as provided herein. 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 on or before the Deadline for Satisfactory Completion 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. 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, subcontractors 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, subcontractors 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

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. No insurance coverage required hereunder shall have a deductible amount in excess of \$50,000 without the prior written approval of the Authority's Executive Director. 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, Professional shall indemnify, defend and hold harmless the Authority and the Authority's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, damages, losses, penalties, causes of action, claims, demands and costs, including, but not limited to, reasonable attorneys' fees and expenses of defense (through all appeals), arising out of or in connection with (a) the Services or other work performed by Professional pursuant to this Agreement, (b) the failure to fulfill any and all responsibilities, covenants and obligations of Professional under this Agreement and (c) any act or omission of Professional or Professional's employees, personnel, subcontractors, agents, licensees or invitees. 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 Professional of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. 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.

This Paragraph 9 shall also pertain to any claims brought against the Authority by any of Professional's employees, personnel, subcontractors, agents, licensees and invitees and any other party claiming by or through Professional. Professional's obligations under this Paragraph 9 shall not be limited in any way by Professional's limit or lack of sufficient insurance protection.

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 vent 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 forgoing 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: Naples Airport Authority
Attention: Christopher A. Rozansky, Executive Director
160 Aviation Drive North
Naples, FL 34104

With Copy to the Authority's Attorney: William L. Owens, ESQ.
Bond, Schoeneck & King, PLLC
4001 Tamiami Trail North, Suite 250
Naples, FL 34103

As to Professional: Company Name: _____

Attention: _____
Address: _____
City, State, ZIP: _____

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 any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same Agreement. Delivery of an executed signature page by facsimile or electronic mail shall be as effective as delivery of a manually signed counterpart.

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. FAA Required Contract Provisions. See Exhibit B

25. Florida’s Required Provisions. See Exhibit C.

26. Entire Agreement. This Agreement 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.

AUTHORITY:

NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

Christopher A. Rozansky
Executive Director

Approved as to form and legal sufficiency by:

Counsel to the Authority

PROFESSIONAL:

COMPANY NAME
a (STATE) Corporation

By: _____
Print Name: _____
Print Title: _____

SERVICE AGREEMENT: 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 (titled “_____”) 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 is_____.

Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the total compensation due Professional from the Authority for the performance and completion of all of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority is \$_____. A description and breakdown of the tasks and expense categories are described in Schedule 2 (titled “_____”) 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: _____

SERVICE AGREEMENT: EXHIBIT B

FAA Required Contract Provisions.

(a) Civil Rights – General. Professional 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 Professional and subtier contractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(b) Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph (b) agrees as follows:

(i) Compliance with Regulations: Professional (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.

(ii) Non-discrimination: Professional, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Professional 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.

(iii) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Professional 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 Professional of the Professional’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: The Professional 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 Authority 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 Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) Sanctions for Noncompliance: In the event of Professional’s noncompliance with the Non-discrimination provisions of this Agreement, the Authority 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 Professional under this Agreement until the Professional complies; and/or in whole or in part.

(B) Cancelling, terminating, or suspending this Agreement.

(vi) Incorporation of Provisions: The Professional will include the provisions of Paragraphs 24(c)(i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The Professional will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Professional becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Professional may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Professional may request the United States to enter into the litigation to protect the interests of the United States.

(c) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph (c) 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 3) (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, which ensures non-discrimination 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. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(d) Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation (including this Agreement) 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. Professional has full responsibility to monitor compliance to the referenced statute or regulation. Professional must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(e) Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Professional must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Professional 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). Professional 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.

(f) Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program. The following clauses is included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances: The Professional for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Agreement had never been made or issued.

SERVICE AGREEMENT: EXHIBIT C

Florida Required Provisions

1. Public Information

(a) IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'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) Professional acknowledges and agrees that Professional shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, Professional 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 Professional 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 Professional or keep and maintain public records required by the Authority to perform the services under this Agreement. If Professional transfers all public records to the Authority upon completion of this Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains

public records upon completion of this Agreement, Professional 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.

2. DISADVANTAGED BUSINESS ENTERPRISE PLAN PROVISIONS

For financial assistance agreements with a DOT operating administration (or a primary recipient) The Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Authority shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Authority's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Authority of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

The Authority encourages Contractor to make the greatest feasible use of the services offered by banks owned and controlled by DBEs. Information on these services may be obtained from the DBELO or by contacting the Florida Bankers Association in Tallahassee, Florida, (850) 224-2265.

Contractor shall be promptly paid for work performed pursuant to this agreement and in accordance with all relevant federal, state, and local law. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Authority must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Authority. When the Authority has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. From the total of the amount determined to be payable on a partial payment, not to exceed 10% of such total amount will be deducted and retained by the Authority until the final payment is made except as may be provided (at the Contractor's option) in the subsection 90-08 title Payment of Withhold Funds of this section. The balance [Insert balance] of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in subsection of 90-08 Payment of Withheld Funds of this section, no such percent retainage shall be deducted. When at least 95% of the work has been completed the Engineer shall, at the

Authority's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Authority may retain an amount not less than twice the contract value of estimated cost, whoever is greater of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors. Failure to comply with the prompt payment provision of the contract may result in sanctions under the contract, as listed below.

- A. Refusal to issue proposals
- B. Damages
- C. Suspension of work on the project
- D. No additional progressive payments may be processed
- E. Suspension of prequalification

3. Florida Procurement 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 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

Contractor 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 Contractor determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor 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

Contractor 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

**Consultant Selection Criteria
City of Naples Airport Authority
Public Relations and Marketing Services**

Consultant Selection Criteria	%	Score
Experience of the Firm (experience and past record)		
Experience working on projects of comparable scope and complexity	10	
Communication experience with community groups, customers and community leaders	10	
Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act	5	
Professional qualifications necessary for satisfactory performance (adequacy of personnel)		
Firm has shown sufficient staffing and planning to meet or exceed the expectation of the NAA	10	
Specialized experience and technical competence in the type of work required (capability)		
Consultant's methodology and proposal are consistent with tasks required in scope	5	
Samples of past projects demonstrate high level of expertise	10	
The capacity to accomplish the work in the required time (adequacy of personnel)		
Consultant has adequate staff and resources for this project	5	
Consultant has the ability to offer the breadth and quality of services required for the work.	5	
Understanding of the project (capability)		
Consultant has demonstrated understanding of key elements of the project	5	
Consultant has provided logical approach to tasks and issues of the project	5	
Cost of services		
Cost of services is consistent and reasonable	10	
Quality of the interview/presentation		
Presentation was clear and concise and demonstrates expertise in subject matter	10	
Oral Presentation - communication techniques/ability consistent with project scope	10	
Total	100	

Exhibit C

Business Travel & Meal Reimbursement

NAPLES AIRPORT AUTHORITY EMPLOYEE PROCEDURES

PROCEDURE: BUSINESS TRAVEL & MEAL REIMBURSEMENT

DATE: 08/28/2018

PAGES: 4

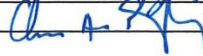
SUPERSEDES: 06/27/2013

PREPARED BY: FINANCE

DEPUTY EXECUTIVE DIRECTOR SIGNATURE:



EXECUTIVE DIRECTOR SIGNATURE:


Introduction

Naples Airport Authority ("Authority") employees and officials are periodically required to travel while conducting Authority business. The following procedure (in accordance with Florida Statute Title X, Ch. 112, section 061) has been formulated to provide guidance and consistency in submitting and processing requests for travel authorization and to establish proper accounting procedures for travel expenses and reimbursements. All travel is to be completed at the most economical and reasonable cost.

Definitions

The following words, terms and phrases, when used in this procedure, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business travel: travel outside the boundaries of Collier county acting in the official capacity as a representative of the Authority.

Employee: an individual in the employ of the Authority and who is ultimately accountable to the Executive Director. This also includes the Executive Director, who is accountable to the Board of Commissioners.

Authorized person: Any person other than an employee, as defined herein, who is authorized by the Executive Director to incur travel expenses in the performance of official duties.

Authority to incur travel and business expenses

Each Commissioner, employee or other person who is authorized by the Board of Commissioners or the Executive Director to travel on behalf of the Authority, and in connection with official Authority business, and when the expenses are within the intent of the adopted budget, shall be considered to be authorized also to incur expenses pursuant to the provisions of this procedure. Travel expenses are limited to those expenses necessarily incurred by the traveler in the performance of duties related to the functions and responsibilities of the Authority.

Business purpose may include meetings with governmental officials, seminars and training programs, pickup and delivery of parts and equipment, recruitment of personnel, community promotion and any other related activities essential to the performance of Authority business.

Certification of availability of budget funds

It is the responsibility of the department director to ensure that the travel is necessary and that budget funds are available prior to the approval of business travel. The signature of the department director on "Travel Approval/Advance Request" certifies the availability of budget funds and the necessity of the business travel.

Approval

All requests for business travel require the prior approval of the appropriate department director on the "Travel Approval/Advance Request" form provided by the Finance Department. Department directors shall obtain prior approval from the Executive Director.

Expenditure control

(a) *Lodging.* The Authority will reimburse the *actual* cost of lodging rate for a standard room unless otherwise approved in writing by the Executive Director. A traveler taking another person along must pay any additional expenses. The Authority will reimburse room charges only; the employee will pay additional expenses such as for movies, laundry or room service (unless room service is used in providing one of the allowable meals; see below). *Authority Business-related* phone calls will be reimbursed by the Authority. Lodging shall be paid for with an Authority credit card. A copy of the Authority's tax exempt certificate must be provided to the lodging facility. A detailed billing of hotel expenses must be submitted to the Finance Department with the Travel Expense Report.

(b) *Transportation.* The Authority will reimburse all reasonable and necessary transportation costs incurred while traveling on approved Authority-related business. Use of ground transportation, such as subways or taxis, and parking, toll charges, fuel and emergency repairs for Authority-owned vehicles are reimbursable with receipts required for any individual expense in excess of \$5.00. The Authority will reimburse the reasonable costs of a rental car, but will not reimburse insurance purchases as part of a vehicle rental (traveler should rent the vehicle "in the name of the Authority" and the vehicle is then covered under the Authority's vehicle insurance policy; obtain the insurance certificate from the Director of Finance before leaving on the trip).

(1) *Commercial airline* - Travel by commercial airline may be authorized in cases where use of a commercial airline is in the best interest of the Authority. Air travel should be scheduled based upon the best rate whenever possible, taking into consideration staff schedules so unnecessary additional personnel expense is not incurred. Airfare for other-than-coach accommodations will be permitted only when coach is not available and no other travel arrangements are possible. Charging the airline ticket on the Authority's credit card is the preferred method of payment. Baggage check fees for up to two personal pieces of luggage are reimbursable with airline receipt.

(2) *Private charters and aircraft rental* - Travel by private charters or aircraft rental may be authorized in cases where use of private charters is in the best interest of the Authority. The pilot must be appropriately licensed. The aircraft rental company must provide the Authority with a certificate of insurance showing appropriate levels of insurance coverage prior to booking the flight.

(c) *Personal vehicles.* Reimbursement for use of a personal vehicle shall be in accordance with the rate set by the Internal Revenue Service business mileage reimbursement guidelines (reference IRS Publication 463). The reimbursement rate covers all vehicle expenses, including gasoline. Private vehicle owners are responsible for all insurance on their vehicles. Reimbursement for travel in an employee's personal vehicle is limited to the lesser of the rate set by the Internal Revenue Service mileage reimbursement guidelines or the cost of round-trip coach airfare (document with an internet search showing multiple flight options and fares). For the calculation of mileage, all trips originate from the Airport or the traveler's home, using FDOT official highway mileage viewer. Standard mileage rates tend to change at least annually; changes to the rates shall be announced in an email memorandum by the Finance Department and appropriate updates will be made to all reimbursement forms. Reference Addendum A for current rates.

(d) *Conference Registration.* Employees must submit a copy of the conference registration form showing the conference agenda, including the meals that are included in the conference fee.

(e) *Meals.* Employees traveling outside of Collier County as part of work or training are eligible for a meal reimbursement. Tips and gratuities for meals are considered to be included in the basic meal allowance. The Authority will not reimburse for meals included in the payment of a registration or hotel fee unless said meals do not accommodate an employee's dietary or medically prescribed dietary restriction. Under this provision, receipts are not required. Meals and Incidental Expenses are reimbursed in accordance with the U.S. General Services Administration (GSA) rates. ***The below listed rates will prevail if GSA rates are lower than listed.*** GSA rates are updated periodically; rates are based on location of travel and should be recorded by printing the Meals and Incidental Expense (M&IE) rate on the GSA website and including it with the Travel Approval/Advance Request form. Reference Addendum A for the website.

Breakfast - \$6.00
Lunch - \$11.00
Dinner - \$19.00

For purposes of reimbursement, the allowance for meals will be based upon the following schedule:

Breakfast - When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch - When travel begins before 11 a.m. and extends beyond 1 p.m.

Dinner - When travel begins before 6p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.

Actual meal costs will be reimbursed for any employee who must follow a medically-prescribed diet.

(f) No meal expenses in Collier County shall be reimbursed unless approved by the Executive Director and includes an overnight stay. Receipts may be required. Reimbursements for meals within Collier County, without an overnight stay, are subject to income withholding and employment taxes. Therefore, employee reimbursements will be made through payroll.

(g) Miscellaneous reimbursements. Reimbursement for non-meal related tips or gratuities may not exceed:

Airport porters	\$2.00 per bag, not to exceed \$5.00 per trip
Hotel bellhop	\$2.00 per bag, not to exceed \$5.00 per trip
Valet parking (mandatory)	\$2.00 per "in" or "out"
Taxi drivers	20% of fare

Travel Advances

Advances for anticipated travel expenses should be approved on the Travel Approval/ Advance Request form and submitted to the Finance Department at least one week prior to the expected departure. To minimize administrative burden, please refrain from requesting advances for less than \$50.00. Advance payment for travel is limited to advances for ground transportation, event registration (if not paid directly to the host/vendor), and allowances for meals and lodging. Advances to the employee for airfare will be provided only in the case of an emergency trip for which an employee must use their own funds to secure a ticket due to extremely short notice or an unforeseen change in travel plans.

Any excess of the advance over actual expenses must be repaid within ten (10) days and turned in with the final Travel Expense Report. Direct payments to an organization, business or vendor for registration, meals, materials, travel, and similar are not considered travel advances.

Auditing

A Travel Expense Report shall be reconciled to actual travel expenses and provide required receipts then submitted to the Finance Department within ten (10) days after the travel occurs. Each Travel Expense Report will be audited by the Finance Department when received.

Compensation

See "Compensation Administration" procedure, # 200-17.

Fraudulent Claims

All travel claims made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official business. Whoever receives an allowance or reimbursement by means of a false claim shall be, at a minimum, civilly liable in the amount of the overpayment. Any employee who willfully claims travel expenditures that are not true may be guilty of fraud and shall also be subject to disciplinary action up to and including termination.

Addendum A: 2018 mileage & meal rates

Standard Mileage Rate as of Jan 1, 2018: 54.5¢

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Exhibit D

NAA Organizational Chart

City of Naples Airport Authority Organization Chart

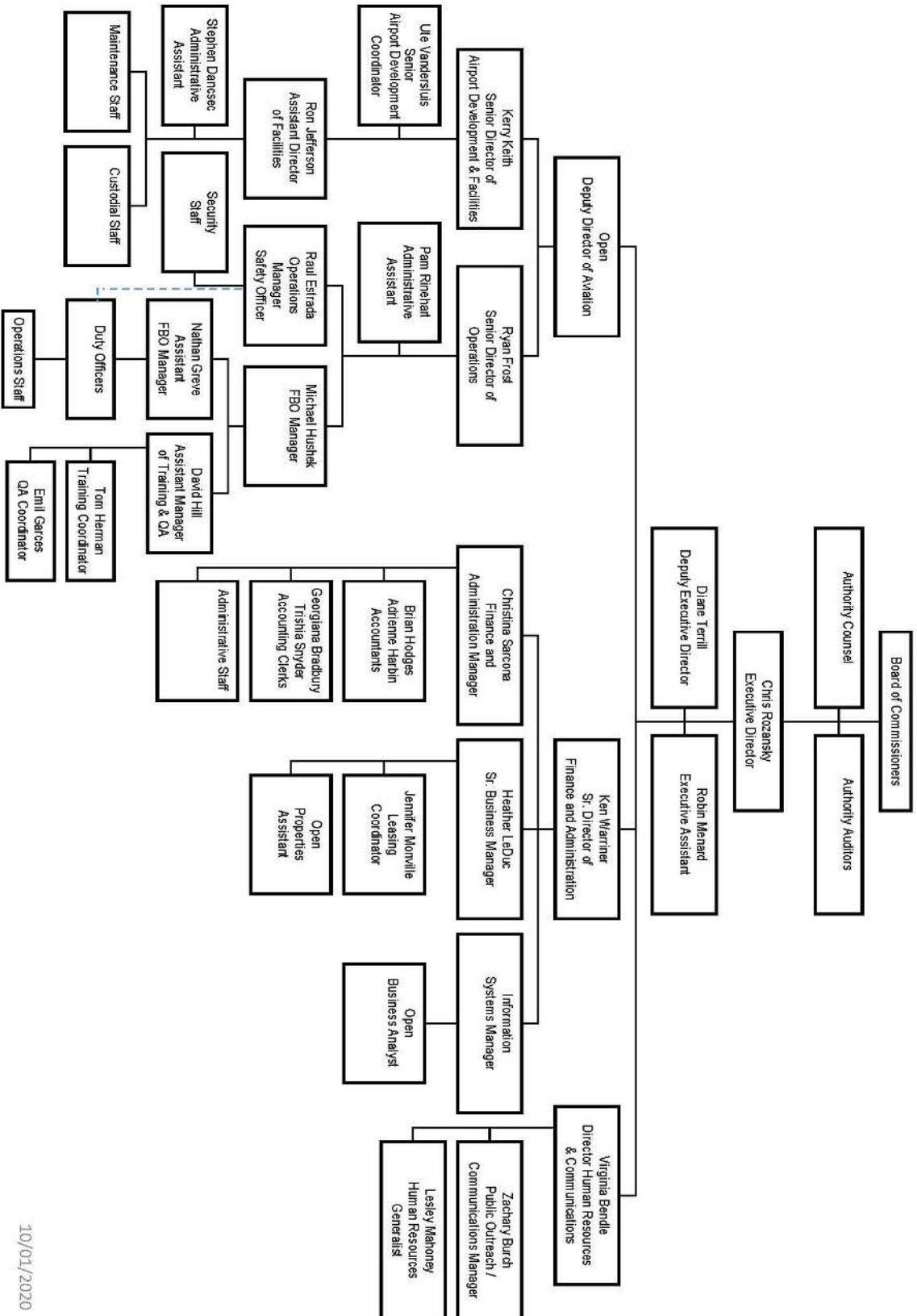


Exhibit E

FAA Legally Required Provisions for Solicitations

1. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and 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.

2. 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 bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

4. 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

Exhibit F

Florida Required Provisions for Solicitations

Florida State Procurement Law Required Provisions for Solicitations

1. 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.

2. 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.

3. DISCRIMINATORY VENDOR LIST

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4. 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.

5. 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.

6. 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).

7. 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.

8. DUTY TO COOPERATE WITH INSPECTOR GENERAL

Contractor 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.

9. NO BOYCOTT

Contractor 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.