

Request for Qualifications (RFQ)  
**Professional Airport Engineering and Planning Services**  
St. Johns County Airport Authority  
RFQ No. 2026-01  
Issue Date: April 20, 2026

*If you have received this request for qualifications from a source other than the St. Johns County Airport Authority, it is your responsibility to ensure that all addenda have been received. Vendors should notify Linda Santiago by email at [lms@sgj-airport.com](mailto:lms@sgj-airport.com) to ensure that your firm is added to the distribution list.*

*Notwithstanding the above, it remains your responsibility to ensure that all addenda are received prior to submitting a statement of qualifications.*

April 20, 2026

RE: Request for Qualifications (RFQ) – For Professional Airport Engineering and Planning Services for the St. Johns County Airport Authority

To Whom It May Concern:

St. Johns County Airport Authority is requesting Statements of Qualifications from interested and qualified Aviation Consultants for engineering, planning, and general consulting services for the St. Augustine Airport.

Attached you will find a “Request for Qualifications”, which identifies the needs of the St. Augustine Airport.

Consultants may submit Statements of Qualifications in response to RFQ 2026-01 for Professional Airport Engineering and Planning Services and/or RFQ 2026-02 for Advanced Air Mobility (AAM) Planning and Advisory Services. Submittals for each RFQ will be evaluated independently in accordance with the criteria established within the respective solicitation documents. The Authority makes no representation or commitment that selection under one RFQ will influence or result in selection under the other.

All RFQs will be posted on DemandStar and on the Authority’s website at [www.flynf.com](http://www.flynf.com) for public access and reference.

In order to be considered, all qualification packets must be submitted in writing no later than 12 Noon ET on May 20, 2026. Firms mailing qualification packets should allow delivery time to ensure timely receipt of their packets. The responsibility for getting the packets to the St. Johns County Airport Authority Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the proposing firm. The County will in no way be responsible for delays caused by any occurrence. SOQs may be hand carried or mailed to:

St. Johns County Airport Authority Purchasing Department  
Attention: Linda M. Santiago  
St. Johns County Airport Authority  
4796 US Hwy. 1  
St. Augustine, FL 32095

Hours of Operation: 8:00 a.m. - 4:30 p.m. (ET) Monday - Friday  
Phone: (904) 209-0090  
Email: [lms@sgj-airport.com](mailto:lms@sgj-airport.com)

The St. Johns County Airport Authority reserves the right to waive any informalities and to reject any and all responses.

No statement of qualifications will be received or accepted after 12:00 Noon ET on May 20, 2026. Late statements of qualifications will be deemed invalid and will not be opened.

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL AIRPORT ENGINEERING  
AND PLANNING SERVICES FOR THE  
ST. JOHNS COUNTY AIRPORT AUTHORITY**

St. Johns County is requesting Statements of Qualifications (“SOQ”) from interested and qualified aviation consultants for engineering, planning, and general consulting services for the St. Augustine Airport (each a “Consultant”). The work includes, but is not limited to Airport planning, Advanced Air Mobility (AAM), environmental analyses, and engineering studies; grading, drainage, utilities and paving of airfield pavements and roadway pavements; hangars, terminal building improvements, fueling systems; storm water improvements; land acquisition, obstruction analysis/removal and other safety improvements; airfield lighting/signage and NAVAIDs; grant administration and other related work at the St. Augustine Airport. This request for Statements of Qualifications is being made in accordance with the Federal Aviation Administrations (FAA) Advisory circular number 150/5100-14E dated 9/25/2015 and F.S.287.055 the Consultant’s Competitive Negotiation Act or CCNA.

**I. PURPOSE**

The purpose of this Request for Qualifications is to obtain expert professional, technical, and advisory services at the discretion of St. Johns County Airport Authority (“Authority”) for anticipated airport planning and development projects at the St. Augustine Airport over the next five (5) years. Services will be provided with close interaction with St. Augustine Airport executive staff.

**II. AUTHORITY BACKGROUND**

The Authority owns and operates the St. Augustine Airport in St. Johns County, Florida. The Executive Director is the chief executive officer responsible for leadership, strategic planning, operations, financial management, safety and regulatory compliance, community and stakeholder relations, and execution of the Authority’s mission and policies under the direction of its governing Board.

**III. INCURRING COSTS**

St. Johns County Airport Authority is not liable for any cost incurred by the Consultant in the preparation or presentation of a response to this request.

**IV. RIGHT TO AWARD OR REJECT**

The St. Johns County Airport Authority reserves the right to reject any or all submittals.

**V. REQUIREMENT/SCOPE**

For these projects, the Consultant shall be qualified and capable of providing the following services:

1. Airport planning, environmental analysis, land acquisition, preliminary design, final design, estimating, bidding, and construction administration.
2. Preparation of funding grant applications for the Florida Department of Transportation (FDOT) and/or the Federal Aviation Administration (FAA) and developing justification to document the need for Federal and State funds.
3. Provide technical assistance and advice concerning airport needs, future development, project priorities and strategies for funding and project implementation. Provide coordination with the FDOT and FAA as requested, adherence to FAA & State DOT guidelines for project funding.
4. Evaluate infrastructure readiness, airspace integration, regulatory considerations, and funding opportunities associated with Advanced Air Mobility operations, and provide actionable recommendations aligned with the Authority's long term operational and economic development objectives.
5. See Schedule 1 attached hereto for ALP Drawing.

## **VI. PROCUREMENT TIMELINE**

The following schedule is tentative and subject to change by the Authority by addendum:

- RFQ Issued: April 20, 2026
- Deadline for Questions: April 28, 2026 at 12 Noon ET
- Responses to Questions (Addendum): May 6, 2026 at 12 Noon ET
- SOQ Due Date: May 20, 2026 at 12 Noon ET
- Shortlist Notification: June 11, 2026
- Discussions/Oral Presentations/Interviews (if held): June 12, 2026

## **VII. STATEMENT OF QUALIFICATIONS FORMAT**

To facilitate review of your SOQ by the St. Johns County Airport Authority, it is requested that your SOQ conform to the following format:

1. Coversheet: List project title "Professional Airport Engineering and Planning Services," the name of your firm, and the name, address and telephone number of the contact person for questions concerning the SOQ submitted.
2. Experience of the Consultant: Provide a narrative of your firm's prior experience and qualifications in airport planning, engineering, construction administration, and grant administration for similar projects at both air carrier and general aviation airports. Provide a list of similar airport projects involving federal and state funding performed within the last five (5) years. Also, please reference the experience of firm personnel in working with FAA and FDOT regulations and procedures. Review experiences in a consulting capacity where your responsibilities were similar to those defined under the "Requirement/Scope" listed above should be specifically referenced.

3. Project Team: Provide a list of the project team members that you propose to use on these projects and identify the responsibility of each team member. Provide a brief resume for each person listing specific similar project experience.
4. References: Provide the name, address and telephone number of at least three (3) current airport clients and references familiar with the quality of work completed by your firm on similar projects.
5. Other Supporting Data: Include any other information you feel to be relevant to the selection of your firm for this project

### **VIII. CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS**

Criteria to be used in screening and ranking of the SOQs and selection of the successful Consultant are as follows:

1. Qualifications of the Firm, Including Firm Personnel: Preference shall be given to those firms and personnel with experience and training in general aviation and air carrier airport planning, design, construction administration and grant administration (FAA and FDOT), particularly for similar projects/airports.
2. Overall Qualifications of the Project Manager and Project Team: Identify the project manager and those personnel that will be assigned to the project(s). Preference shall be given to project teams with specific experience in similar projects, and familiarity with airport design, permitting and construction in Florida.
3. Experience in Working with FDOT and FAA Regulations and Procedures: Preference shall be given to project team personnel (especially the project manager) with a demonstrated working relationship with the FDOT and FAA, and who possess a thorough understanding of FAA rules and regulations regarding design and development of airports, and grant administration guidelines.
4. Experience in Assisting Airports with Discretionary Funding: Preference shall be given to those firms that can demonstrate experience in assisting airport clients with obtaining discretionary funding for airport projects from the FDOT or FAA, or other potential funding sources.
5. Response Capability/Project Understanding: Preference shall be afforded to those firms, which in the opinion of the St. Johns County Airport Authority, will be able to adequately respond to requests for consultation meetings or project administration requirements and firms that have a detailed understanding of the project requirements.
6. SOQ Length: Submissions shall be no more than 25 pages in length, exclusive of standard forms.

It is anticipated that the St. Johns County Airport Authority will make a selection directly from the SOQ submitted. At its discretion, the Authority does reserve the right to request short-listed firms to make brief formal presentations, to a committee as determined by the Authority. The selection will be made in accordance with Chapter 2 of the FAA Advisory Circular 150/5100-14E.

## **IX. CONTRACT**

The successful Consultant will be required to execute a general engineering base consulting contract with the St. Johns County Airport Authority. In addition, for each work element (project) performed under the contract, a detailed scope of work shall be agreed to by both parties, such agreement to be an approved work authorization or supplement to the contract. Any contracts shall be subject to approval by the St. Johns County Airport Authority.

The selected Consultant shall assist the St. Johns County Airport Authority in complying with all applicable requirements of the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26, and, where applicable, the Florida Department of Transportation DBE requirements for state-funded projects. The Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and administration of DOT-assisted contracts.

## **X. QUESTIONS, SUBMISSION OF SOQ, ADDENDA AND CONTACT PERSON**

All questions must be submitted in writing to [lms@sgj-airport.com](mailto:lms@sgj-airport.com) by, May 6, 2026.

SOQs must be submitted no later than 12 Noon ET, on May 20, 2026 to:

Name:	Linda M. Santiago <a href="mailto:lms@sgj-airport.com">lms@sgj-airport.com</a> 904-209-0090
Shipping Address:	St. Johns County Airport Authority 4796 US Hwy 1 St. Augustine, FL 32095
Physical Address:	St. Johns County Airport Authority 4796 US Hwy 1 St. Augustine, FL 32095

Any changes or updates will be sent in the form of an addendum. All addendums will be posted on our website under [www.flynf.com/P22-Current-Bid-Opportunities.aspx](http://www.flynf.com/P22-Current-Bid-Opportunities.aspx)

Each Consultant shall submit eight (8) hard copies of the SOQ and one (1) electronic copy of the SOQ on a USB drive in searchable PDF format. All submissions must be sealed and clearly marked with "RFQ No. 2026-01." SOQs should be titled "Statement of Qualifications for Professional

Airport Engineering and Planning Services, St. Johns County Airport Authority.”

## **XI. ST. JOHNS COUNTY AIRPORT AUTHORITY/CONFLICT OF INTEREST**

The St. Johns County Airport Authority will adhere strictly to the criteria for selection and procurement of consultant services as laid out in Fla. Stat. 287.055 (CCNA) and FAA Advisory Circular 150/5100-14E, including adherence to Title IX of the Federal Property and Administration Services Act of 1949. More specifically, services will be awarded pursuant to a fair and open selection process. Further the selection will be made on the basis of fair negotiations and equitable fees through selection procedures that are professionally acceptable, ensure maximum open and free competition, and avoid any suggestion of unfair or unethical conduct on the part of any parties’ involvement in the process. Organizational conflicts of interest may exist when there is a lack of impartiality, impaired objectivity, or an unfair advantage with one or more of the firms competing for work.

To ensure objective contractor performance and eliminate unfair competitive advantage, 2 CFR Part 200.319 requires entities that develop or draft specifications, RFPs, RFQs, statements of work, invitation for bidders, or request for proposals must be excluded from competing for such procurements. The St. Johns County Airport Authority has received no such assistance from any outside firms interested in responding to this RFQ.

Attached as Schedule 2 you will find the St. Johns County Airport Authority’s Standard Terms & Conditions for RFQs.

## **XII. EVALUATION AND AWARD**

1. Evaluation Criteria. SOQs will be evaluated based on the criteria below. The Authority will shortlist Consultants, may conduct interviews, and may request additional information.
  - Qualifications and experience of Consultant and team
  - Understanding of the Authority’s needs and quality of approach/work plan
  - Demonstrated success in comparable consulting services
  - Stakeholder engagement strategy
  - Proposed timeline and capacity
  - References and past performance
  - Compliance with RFQ requirements
  
2. Scoring Matrix. The Authority anticipates using the following weighting:

<b>Criterion</b>	<b>Weight</b>
Firm/Team Qualifications	25%
Approach and Work Plan	25%

Relevant Experience and Performance	25%
Stakeholder Engagement	5%
Timeline and Capacity	10%
References	5%
Compliance with RFQ requirements	5%

3. Competitive Range, Shortlisting, and Presentations. The Authority may establish a competitive range and will shortlist no fewer than three qualified Consultants, at which time the Authority will enter into discussions with the qualified Consultants. The Authority may invite oral presentations. The Authority reserves the right to reject any or all SOQs.
4. Negotiation Sequence. The Authority will perform an independent fee estimate prior to beginning negotiations. The Authority will then negotiate with the first-ranked Consultant; if a satisfactory agreement cannot be reached, negotiations will be formally terminated and the Authority will proceed to the second-ranked Consultant, and then the third, and so on.

### **XIII. PUBLIC RECORDS AND FLORIDA OPEN GOVERNMENT**

1. Public Records. All SOQs and materials submitted in response to this RFQ are subject to Chapter 119, Florida Statutes, the Florida Public Records Act. If a Consultant believes that any portion of its submission contains trade secrets or otherwise exempt information, it must clearly identify and segregate such portions at the time of submission and provide a redacted version suitable for public disclosure, along with a detailed legal basis for the exemption. The Authority will comply with Florida law in responding to public records requests and assumes no responsibility for protection of materials not clearly designated as confidential or exempt. Designation of materials as confidential does not guarantee that such material will be exempt from disclosure.
2. Sunshine Law and Meetings. Deliberations and actions of the Authority may be conducted at publicly noticed meetings in compliance with Florida’s open meetings requirements. Consultants should structure their proposals and presentations accordingly.

### **XIV. REQUIRED FORMS AND ATTACHMENTS**

SOQs must include the following completed and executed documents:

- Attachment A: SOQ Acknowledgment and Addenda Receipt Form
- Attachment B: Public Entity Crimes Statement
- Attachment C: Scrutinized Companies Certification
- Attachment D: Drug-Free Workplace Certification (optional, for preference eligibility)
- Attachment E: Authority Bid Protest Procedures (if applicable)

Attachment F: E-Verify Registration and Compliance Affidavit  
Attachment G: Non-Collusion Affidavit and Conflict of Interest Disclosure  
Attachment H: Insurance Certificates and Accord Form (evidence of ability to meet requirements)  
Attachment I: Trade Secret/Confidential Information Designation and Redaction Index  
Attachment J: Federal Contract Provisions and Certifications (to the extent applicable)  
Attachment K: Additional Federal Certifications (to the extent applicable)

**SCHEDULE 1**  
**ALP DRAWINGS**

**Link to ALP Drawings**

<https://www.flynf.com/p44-Airport-Master-Plan.aspx>

## SCHEDULE 2

### REQUEST FOR QUALIFICATIONS STANDARD TERMS AND CONDITIONS

1. Payment Terms. Payment terms are Net 30 days after receipt of applicable invoice.
2. Compliance with All Laws. Consultant warrants that all services and performance under this Agreement shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, executive orders, and administrative rules.

If this Agreement is funded in whole or in part with federal funds, Consultant shall comply with all applicable requirements of **2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, including **2 C.F.R. § 200.326 and Appendix II to Part 200**, as may be amended from time to time.

To the extent applicable, such federal requirements include, but are not limited to:

- Equal Employment Opportunity, 41 C.F.R. Part 60
- Davis Bacon Act, 40 U.S.C. 3141 through 3148
- Copeland Anti Kickback Act, 40 U.S.C. 3145
- Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 through 3708
- Clean Air Act, 42 U.S.C. 7401 through 7671q
- Federal Water Pollution Control Act, 33 U.S.C. 1251 through 1387
- Debarment and Suspension, 2 C.F.R. Part 180 and 2 C.F.R. Part 200, Subpart C
- Byrd Anti Lobbying Amendment, 31 U.S.C. 1352
- Procurement of Recovered Materials, 2 C.F.R. § 200.322
- Record Retention Requirements, 2 C.F.R. § 200.334

Consultant further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

3. E-verification. Consultant and any of its subcontractors must comply with the requirements of the Florida Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United State Department of Homeland Security and other federal agencies.
4. Iran Divestment Act Certification. Consultant hereby certifies that Consultant, and all subcontractors, are not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List maintained by the Trustees of the State Board of Administration of Florida under section 215.473, Florida Statutes. Consultant shall not utilize any subcontractor that is identified on the List.
5. Indemnification. Consultant shall indemnify and hold harmless the St. Johns County Airport Authority, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Consultant's failure to comply with any applicable law, ordinance, or regulation or (b)

arising directly or indirectly out of Consultant's performance or lack of performance of their terms and conditions of the Contract. In the event Consultant, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the St. Johns County Airport Authority in the performance of the Contract Documents, consultant agrees that it will indemnify and hold harmless the St. Johns County Airport Authority, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or caused by the negligence or willful misconduct of such entrant.

6. Insurance. The Consultant certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to the St. Johns County Airport Authority and authorized to do business in the State of Florida.
  - a. Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$1,000,000 each accident. This insurance must include a waiver of subrogation in favor of the County.
  - b. Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
  - c. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 each accident combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. The Consultant shall furnish a copy of an original Certificate of Insurance, naming the St. Johns County Airport Authority as an additional insured. Should any of the policies be canceled before expiration date, the issuing company will provide by mail thirty (30) days written notice to the certificate holder. The Consultant shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the St. Johns County Airport Authority and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this Contract.
7. Termination for Convenience. In addition to all of the other rights that the St. Johns County Airport Authority may have to cancel this Contract, the St. Johns County Airport Authority shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time by providing ninety (90) days written notice to Consultant. If the Contract is terminated by the St. Johns County Airport Authority in accordance with this Paragraph, Consultant will be paid for Services actually provided up through the date of termination at the rates provided herein.
8. Termination for Default. The St. Johns County Airport Authority may terminate this Contract, in whole or in part, for failure of the Consultant to perform any of the provisions

hereof. In addition to any other remedies available to it in law or equity in connection with an uncured breach of the Contract by Consultant, the St. Johns County Airport Authority may procure upon such terms as the St. Johns County Airport Authority shall deem appropriate, services substantially similar to those so terminated, in which case Consultant shall be liable to the St. Johns County Airport Authority for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

9. Contract Funding. It is understood and agreed between Consultant and the St. Johns County Airport Authority that the St. Johns County Airport Authority's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the St. Johns County Airport Authority for any payment may arise until funds are made available to the St. Johns County Airport Authority Finance Officer and until Consultant receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. The St. Johns County Airport Authority shall not be liability to Consultant for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
10. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the St. Johns County Airport Authority and Consultant. However, minor modifications may be made by the St. Johns County Airport Authority's Executive Director to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Consultant's performance; (b) do not increase Consultant's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the St. Johns County Airport Authority without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Consultant and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
11. Independent Contractor. Consultant is an independent contractor and not an employee of the St. Johns County Airport Authority. The conduct and control of the work will lie solely with Consultant. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Consultant and the St. Johns County Airport Authority.
12. Employees of Consultant shall remain subject to the exclusive control and supervision of Consultant, which is solely responsible for their compensation.
13. Permits and Licenses. Consultant will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for the Consultant and his employees rests with the Consultant.

14. Nondiscrimination. Consultant shall not discriminate against or deny the Contract's benefits to any person on the basis of: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local state or federal law.
15. Conflict of Interest. Consultant represents and warrants that no member of the St. Johns County Airport Authority or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Consultant shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract in compliance with the policies of the St. Johns County Airport Authority.
16. Kickbacks to Consultant. Consultant shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a St. Johns County Airport Authority contract or in connection with a subcontract relating to a St. Johns County Airport Authority Contract. When Consultant has grounds to believe that a violation of this clause may have occurred, Consultant shall promptly report to the St. Johns County Airport Authority in writing the possible violation.
17. Monitoring and Evaluation. Consultant shall cooperate with the St. Johns County Airport Authority, or with any other person or agency as directed by the St. Johns County Airport Authority, in monitoring, inspecting, auditing or investigating Activities related to the Contract. Consultant shall permit the St. Johns County Airport Authority to evaluate all activities conducted under the Contract. The St. Johns County Airport Authority has the right at its sole discretion to require that Consultant remove any employee of Consultant from the St. Augustine Airport and from performing services under the Contract following a provision of notice to Consultant of the reasons for St. Johns County Airport Authority's dissatisfaction with the services of Consultant's employee.
18. Financial Responsibility. Consultant is financially solvent and able to perform under the Contract. If requested by the St. Johns County Airport Authority, Consultant agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the St. Johns County Airport Authority's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Consultant, the inability of Consultant to meet its debts as they become due or in the event of the appointment, with or without Consultant's consent, of an assignee for the benefit of creditors or of a receiver, then the St. Johns County Airport Authority shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

19. Dispute Resolution and Contract Situs. This Contract shall be governed and will be construed in accordance with the laws of the State of Florida. Each party agrees that exclusive venue for all actions, relating in any manner to this Contract will be in the General Court of Justice in St. Johns County, Florida.
20. No Third-Party Benefits. The Contract shall not be considered by Consultant to create any benefits on behalf of any third party. Consultant shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
21. Force Majeure. “Force Majeure” shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, pandemics, material shortages and other causes beyond the reasonable control of the affected party. If either party is unable to perform its obligations or in the case of the St. Johns County Airport Authority, to accept the Services because of Force Majeure, the time for such performance by such party or in the case of the St. Johns County Airport Authority, acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure.
22. General Provisions. The St. Johns County Airport Authority remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach or default. If the St. Johns County Airport Authority should prevail in any action instituted by Consultant hereunder, the St. Johns County Airport Authority encumber Consultant’s rights under this Order, or delegate the performance of any of its obligations hereunder, with the St. Johns County Airport Authority’s prior, express, written consent.
23. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document, including exhibits, if any, any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussion, promises, representations, agreements, and understandings relative to the subject matter of this Contract.

**Attachment A**  
**SOQ Acknowledgment and Addenda Receipt Form**

Legal name of Respondent (as registered): \_\_\_\_\_

FEIN: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

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

Authorized representative name and title: \_\_\_\_\_

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

**Acknowledgment**

Respondent acknowledges receipt of the following addenda to this RFP (list by number and date or mark N/A):

- Addendum No. \_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_ dated \_\_\_\_\_

Binding Period: Respondent agrees that its proposal shall remain firm and binding for 180 days from the Proposal Due Date.

Certification: By signing above, the undersigned certifies that the information contained in the proposal is true and correct and that the Respondent will comply with all requirements of the RFP and applicable law.

**Attachment B**  
**Sworn Statement on Public Entity Crimes**

This sworn statement is submitted to the St. Johns County Airport Authority by \_\_\_\_\_  
for \_\_\_\_\_ [entity name and FEIN] in compliance with  
Florida law regarding public entity crimes.

1. The person signing this statement certifies, to the best of his or her knowledge and belief, that the entity identified above and its affiliates have not been placed on the convicted vendor list following a conviction for a public entity crime and are eligible to submit a proposal, perform work, or transact business with a public entity in Florida.
  
2. The person signing this form understands and agrees that the submission of a false statement is a felony in the State of Florida.

Name of Authorized Person: \_\_\_\_\_

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me by means of [  ] physical presence or [  ] online notarization, this \_\_\_\_  
day of \_\_\_\_\_, 20, by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

Notary Public, State of \_\_\_\_\_ (Seal)

**Attachment C**  
**Scrutinized Companies Certification**

By executing below, the Respondent certifies that it is not on the Scrutinized Companies lists and is not engaged in prohibited activities as defined under Florida law related to certain business operations in or with specified countries or governments. The Respondent further certifies that it will notify the Authority if it is placed on any such list or engages in prohibited activities during the term of any resulting contract.

Respondent Legal Name: \_\_\_\_\_

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

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

Printed Name/Title: \_\_\_\_\_

**Attachment D**  
**Drug-Free Workplace Certification (optional, for preference eligibility)**

The undersigned certifies that the Respondent:

- Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies actions that will be taken against employees for violations.
- Informs employees about the dangers of drug abuse, the Respondent's policy, available counseling/assistance programs, and penalties for violations.
- Gives each employee engaged in providing the Services a copy of the statement specified above.
- Notifies the employee that, as a condition of employment, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Imposes a sanction on, or requires satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted of a drug offense in the workplace.
- Makes a good faith effort to continue to maintain a drug-free workplace.

Respondent Legal Name: \_\_\_\_\_

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

Printed Name/Title: \_\_\_\_\_

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

**Attachment E**  
**Bid Protest Procedures**

1. Purpose. These procedures provide a fair and timely method for resolving protests regarding this solicitation and any intended award.
2. Definitions. "Notice of Intent to Protest" means a written notice filed with the Procurement Contact stating the grounds for protest. "Formal Protest" means a written petition stating with particularity the facts and law upon which the protest is based and the relief sought.
3. Notice of Intent to Protest. A Notice of Intent to Protest must be received by the Procurement Contact within seventy-two (72) hours (excluding weekends and Authority-recognized holidays) after the posting of the solicitation, addendum, intended decision, or other action protested.
4. Formal Protest. A Formal Protest must be received within ten (10) calendar days after the timely filing of the Notice of Intent to Protest. The Formal Protest shall include: (a) case caption; (b) statement of facts; (c) statement of the law/rules allegedly violated; (d) specific issues of material fact; (e) requested remedy; and (f) all documentation supporting the protest.
5. Protest Bond. A protest relating to an intended award must be accompanied by a bond or other security acceptable to the Authority in an amount equal to one percent (1%) of the estimated contract value, but not less than \$500 and not more than \$50,000. Failure to post the bond will result in dismissal of the protest. If the protest is upheld, the bond shall be returned; if denied, the bond may be forfeited to cover costs.
6. Stay of Procurement. Upon timely filing of a Notice of Intent to Protest, the Authority will not proceed further with the solicitation or award process until the protest is resolved, unless the Executive Director makes a written determination that continuation is necessary to avoid an immediate and serious danger to the public health, safety, or welfare.
7. Informal Resolution; Hearing. The Authority may conduct an informal settlement conference. If unresolved, the Authority will schedule a protest hearing before a hearing officer designated by the Authority. The hearing officer shall provide the parties an opportunity to present evidence and argument. The burden of proof rests with the protestor. The standard of review is whether the Authority's action had a rational basis and was not arbitrary or capricious.
8. Decision; Appeal. The hearing officer shall issue a recommended order. The Authority's Board or designee will issue a final order. The final order constitutes final agency action subject to judicial review as permitted by law.
9. Filing; Service. All protest filings shall be submitted to the Procurement Contact identified in Section X of the RFP, with simultaneous service on all known affected parties.

**Attachment F**  
**E-Verify Registration and Compliance Affidavit**

Under penalties of perjury, I declare that the Respondent is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees performing work under any contract resulting from this RFP and will require the same of all subcontractors.

Company Legal Name: \_\_\_\_\_  
E-Verify Company ID (if applicable): \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

**Attachment G**  
**Non-Collusion Affidavit and Conflict of Interest Disclosure**

1. Non-Collusion. The undersigned certifies that this proposal is made independently and without collusion with any other Respondent or person and without any agreement, understanding, or planned common course of action with any other Respondent designed to limit competition.
  
2. No Contingent Fees. The undersigned certifies that no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the Respondent for the purpose of securing business.
  
3. Conflicts of Interest. The undersigned discloses any relationship, transaction, or circumstance that creates or appears to create a conflict of interest with the Authority, its Board members, or staff. If none, check:  None.

Disclosure (attach pages if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent Legal Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

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

**Attachment H**  
**Insurance Requirements and Evidence of Coverage**

Minimum Required Coverages (or equivalent self-insurance):

- Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate; including products/completed operations, contractual liability, and personal/advertising injury; Authority named as additional insured on a primary and noncontributory basis.
- Professional Liability (Errors & Omissions): \$2,000,000 per claim and aggregate; retroactive date no later than the start of Services; coverage maintained for at least two years after completion or tail purchased.
- Automobile Liability: \$1,000,000 combined single limit per accident for owned, hired, and non-owned autos.
- Workers' Compensation and Employers' Liability: Statutory WC; \$500,000 EL each accident/disease policy limit/disease each employee; waiver of subrogation in favor of the Authority where permitted.

Evidence: Respondent shall provide an ACORD certificate and endorsements evidencing the above prior to contract execution and upon renewal. Insurers must be authorized to do business in Florida and rated A-/VII or better by A.M. Best (or equivalent). The Authority may adjust limits based on risk.

**Attachment I**  
**Trade Secret/Confidential Information Designation and Redaction Index**

Instructions: Florida’s Public Records Law presumes that all documents submitted to the Authority are public records subject to disclosure unless an exemption applies. If Respondent contends that any portion of its submission contains trade secrets or other information exempt from disclosure, Respondent must:

1. Clearly mark each page and specific content claimed as "CONFIDENTIAL/EXEMPT" and cite the specific legal basis for exemption.
2. Provide a separate, redacted version of the proposal that the Authority can release to the public.
3. Complete the Redaction Index below identifying each page/section redacted and the legal basis.
4. Agree to defend and indemnify the Authority for costs (including attorney fees) incurred in responding to public records requests for materials designated as confidential by Respondent, to the extent permitted by law.

Redaction Index:

Proposal Page/Section	Description of Redacted Content	Exemption Claimed (cite statute)	Basis/Explanation

Note: Designation of information as confidential does not guarantee that it is exempt from disclosure. Trade secret status must meet applicable legal standards.

**Attachment J**  
**Federal Contract Provisions and Certifications (to the extent applicable)**

A. Civil Rights – 49 U.S.C. § 47123. In all activities within the scope of the Authority’s airport program, Contractor agrees to comply with pertinent statutes, Executive Orders, and the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Nondiscrimination. During solicitations of subcontracts, labor, materials, and/or equipment and during performance, Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, covenants and agrees not to participate directly or indirectly in discriminatory activity of any kind and that no person on the ground of race, color, or national origin will be subjected to discrimination in the execution of this Agreement, including employment practices and facilities (see Appendix B of 49 CFR part 21). In the event of breach of this covenant, the Authority (or the FAA) may withhold payments until compliance is achieved and/or cancel, terminate, or suspend the contract, in whole or in part.

C. Title VI and Related Law Compliance. The Authority, in accordance with Title VI of the Civil Rights Act of 1964 and the regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. Contractor, for itself, subcontractors, assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); (b) 49 CFR part 21; (c) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and 49 CFR part 27; (e) Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); (f) Airport and Airway Improvement Act of 1982, 49 U.S.C. § 471, Section 47123; (g) Civil Rights Restoration Act of 1987 (PL 100-209); (h) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131–12189) as implemented at 49 CFR parts 37 and 38; (i) FAA’s non-discrimination statute, 49 U.S.C. § 47123; (j) Executive Order 12898 (Environmental Justice); (k) Executive Order 13166 (Limited English Proficiency); and (l) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.).

D. Non–Title VI Federally Required Provisions. To the extent applicable, Contractor agrees to comply with and flow down to all tiers the following:

1. Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) and overtime requirements; insert these requirements in all subcontracts.
2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: notify each potential subcontractor/supplier of the obligations under this Agreement and the Nondiscrimination Acts and Authorities; incorporate prime contract requirements into subcontracts; furnish proof of such provisions upon request.
3. Occupational Safety and Health Act of 1970 (29 CFR part 1910).
4. Information and Reports: provide all information and reports required by the Acts, Regulations,

and directives; permit access to books and facilities; certify efforts to obtain information held exclusively by another if refused.

5. Sanctions for Noncompliance: withholding of payments and/or cancellation, termination, or suspension, in whole or in part.
6. Incorporation of Provisions: include the substance of these provisions in every subcontract and take action as the Authority or FAA may direct to enforce such provisions; the Contractor may request the Authority or the United States to enter into litigation to protect their interests.
7. Veteran's Preference (49 U.S.C. § 47112): give preference, in the employment of labor (excluding executive, administrative, and supervisory positions), to covered veterans when readily available and qualified.
8. Clean Air and Water Pollution Control: comply with the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387); report violations to the Authority immediately; include in subcontracts exceeding \$150,000.
9. Copeland "Anti-Kickback" Act (18 U.S.C. § 874; 40 U.S.C. § 3145; 29 CFR part 3).
10. Davis-Bacon Act requirements (to the extent applicable): pay prevailing wages and fringe benefits; comply with 29 CFR part 3 (Copeland Act) where applicable.
11. Certification Regarding Debarment/Suspension: certify that neither Contractor nor its principals nor subcontractors are debarred or suspended by any Federal agency.
12. Texting While Driving; Video Surveillance and Telecommunications: promote policies to reduce distracted driving in accordance with Executive Order 13513 and DOT Order 3902.10; comply with mandatory standards on covered telecommunications/video surveillance equipment.
13. Safe Work Environment: comply with 29 CFR part 1910.
14. Tax Delinquency and Felony Convictions: certify no unpaid federal tax liability as described and no criminal conviction under federal law within the preceding 24 months.
15. Trade Restriction Certification: certify as to ownership/controls and subcontracts consistent with USTR lists; flow down to lower tiers; acknowledge potential remedies for erroneous certification.
16. Buy American and Domestic Preferences: to the greatest extent practicable provide preference for U.S.-produced goods, products, and materials (2 CFR § 200.322); and, to the extent applicable, comply with 49 U.S.C. § 50101, Build America, Buy America (BABA), and other Made in America laws and FAA policies; include required certifications or waiver documentation.

E. Flow-Down. Contractor shall include the substance of all applicable provisions in this Attachment J in each subcontract, including procurements of materials and leases of equipment.

F. Remedies. The Authority or FAA may exercise any remedy available at law or in equity for noncompliance, including those stated above.

**Attachment K**  
**Additional Federal Certifications (to the extent applicable)**

1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Legal Name: \_\_\_\_\_  
DUNS/UEI (if applicable): \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

By signing, Contractor certifies that neither it nor its principals nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

2. Trade Restriction Certification

Contractor Legal Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

Contractor makes the trade restriction certifications set forth in Attachment J, Item 15.

3. Tax Delinquency and Felony Convictions Certification

Contractor Legal Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

Contractor certifies it has no unpaid federal tax liability as described and has not been convicted of a criminal violation under any federal law within the preceding 24 months.

4. Buy American/Build America Acknowledgment and Certification (if applicable)

Contractor Legal Name: \_\_\_\_\_  
Project/Scope: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

Contractor certifies compliance with 49 U.S.C. § 50101, BABA, and related Made in America laws, or submits applicable FAA waiver documentation.

5. Veteran's Preference Acknowledgment

Contractor Legal Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

Contractor acknowledges and agrees to provide veterans' preference as required by 49 U.S.C. § 47112

when applicable.

For all deliveries, questions, and official communications, refer to the Procurement Contact in Section X.  
All times referenced are Eastern Time.