

# REQUEST FOR QUALIFICATIONS

## On-Call Real Estate Appraisal Services



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

RFQ Issue Date  
September 7, 2017

Submittal Date  
October 10, 2017

## I. NOTICE

The City of Naples Airport Authority (“Authority”) is soliciting responses to a Request for Qualifications (“RFQ”) from firms to provide on-call real estate appraisal services at and around the Naples Municipal Airport. The Authority is seeking firms whose combination of experience and personnel will provide timely, cost-effective and quality professional services.

## II. TIMELINE

Request for Qualifications (RFQ) Issue Date	September 7, 2017
Requests for Information Deadline (Questions)	September 14, 2017
Addendum Issued	September 19, 2017
RFQ Submittal Deadline	October 10, 2017
Evaluation of Submittals to Determine Short List	October 13, 2017
Publication of Short List	October 16, 2017
Consultant Selection Committee Interviews	October 23, 2017
Authority Board Ranking Approval	November 16, 2017
Authority Board Services Agreement Approval	November 16, 2017

## III. CITY OF NAPLES AIRPORT AUTHORITY

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

The 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 about the Authority can be obtained from our official website <http://www.flynapples.com/>.

## IV. MINIMUM RESPONDENT REQUIREMENTS

Respondents must meet or exceed the following minimum requirements to be considered:

- A. Respondent shall have a minimum of five (5) years primary experience in providing airport appraisal services.
- B. Respondent shall be certified and licensed to provide appraisal services with the State of Florida.

## V. NATURE OF SERVICES REQUIRED

Appraisal projects procured by the Authority in the past five (5) years include, fair market annual rent, reproduction cost and depreciated value of aeronautical on-airport improved property; fair market value of the remaining leasehold interest of an aeronautical on-airport improved property; market value and estimate of the present value of the net rental income of aeronautical on-airport improved property; and fair market rent of aeronautical on-airport improved property. In addition to these types of appraisal projects, the Authority anticipates the need for appraisals for the establishment of land, hangar, building and terminal rents and the acquisition of avigation easements and off-airport property. This explanation of past and anticipated appraisal needs should not be considered to limit the types of appraisal projects desired by the Authority in the future. The Authority makes no representation as to the number of appraisals to be performed during the contract period.

- A. The firm selected from this RFQ process may be contracted for a period of up to five years on an annual basis.
- B. The selected appraisal firm will conduct assigned projects on an aggressive schedule. However, the Authority retains the right not to assign appraisal services for work under the Authority's current Lease Term Buy-Back Program effective through June 30, 2018, to the selected appraisal firm.
- C. The selected appraisal firm will comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as applicable local, state and federal laws, ordinances and regulations including the Authority's Rules and Regulations.
- D. The selected appraisal firm will coordinate and provide supplemental professional and specialty support service including but not limited to sign specialists, aerial photographers, fixture appraisers and general contractors, as necessary to support an appraisal assignment

The selected appraisal firm agrees to provide a verbal opinion of value to the Authority for discussion and comment prior to completing the written report. After the verbal value has been satisfactorily considered, the appraisal firm will receive authorization to proceed and complete the comprehensive written report. An unsigned draft of the written report shall also be provided to the Authority, as soon as possible after the verbal opinion has been discussed and considered for review, comment and discussion prior to submitting the final written report. The selected appraisal firm will provide one original report and one electronic version of the final report.

## VI. GENERAL PROVISIONS

### A. Reserved Rights

The Authority reserves the right to make such investigation or to request clarifications, as it deems necessary to determine the ability of any Respondent to perform the work or service requested. The Respondent shall provide information the Authority deems necessary to make this determination. Such information may include, but shall not be limited to current financial statements prepared by an independent CPA; verification of availability of equipment and personnel, past performance records, and fiscal viability.

The Authority reserves the right to retain all responses submitted and to use any ideas in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the response submitted.

### B. 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 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 Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### C. 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.

### D. Collusion

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 RFQ submittal deadline.

#### E. Insurance Requirements

The successful firm, prior to the signing of a contract and before starting any work on this project will be required to provide and maintain, during the life of this project, professional liability insurance with limits of not less than \$1,000,000 for the professional services rendered to the Authority. The policies of insurance shall be primary and written on forms acceptable to the Authority, and naming the City of Naples Airport Authority as additional insured.

#### F. Prohibition Against Contingent Fees

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.

#### G. Public Records

The Authority may unilaterally cancel an agreement if the firm refuses to allow the public access to all documents, papers, letters, or other material made or received by the firm 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).

#### H. General Civil Rights Provisions

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

I. Title VI Solicitation Notice

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this 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.

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

K. 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. Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

L. 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.

M. 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.

## VII. CONTENT OF RESPONSES

The following sections and contents are required:

- A. A statement of qualifications accompanied by a brief transmittal letter prepared on the Respondent's company letterhead, with firm name, years in business, contact person, address, and telephone number and signed by an individual who is authorized to commit the firm to the services and requirement of the RFQ, statement of qualifications and consequent task orders. The transmittal letter shall also acknowledge any addendums pertaining to this RFQ. Any exceptions to the terms and provisions of the Professional Services Agreement (please see Attachment A) must be noted in the transmittal letter. The Authority maintains the right to reject the Respondent's exceptions.
- B. A list of personnel who will perform the appraisal services, along with individual resumes, relevant licensing information, and any other documentation of experience with similar projects.
- C. Experience of the firm in similar work and record of successful results of that work.
- D. At least three (3) professional references from its clients who are capable of providing Respondent's ability to manage similar contracts and quality and breadth of services provided by the respondent on similar projects. Please provide the following:
  - a. Reference name
  - b. Name and address of client
  - c. Phone number and e-mail
  - d. Summary of scope of services including deliverables
- E. The firm's ability to take on additional work, and the firm's ability to offer the breadth and quality of services required for the work.
- F. The firm's understanding of the services requested.
- G. If subcontracting or joint proposals are to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the response. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Authority.
- H. Copies of certification and license to perform appraisal services with the State of Florida.
- I. Certificate of Insurance which meets the insurance requirements contained in the attached Professional Services Agreement.

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

## VIII. INSTRUCTIONS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent will demonstrate the firm's ability to provide the required services as listed in this RFQ. A copy of the Consultant Selection Committee Ranking guidelines to be used in assessing each submittal including guidance as to the relative importance of each evaluation factor is attached for your information (please see attachment B). Any data furnished by the Authority is for information purposes only. **The full response shall not exceed twenty-five pages, not including copies of licenses or other copies of specific documents required to be submitted.**

### A. Responses and Deadline

All responses to this RFQ must be submitted to:  
Sheila Dugan, Deputy Executive Director  
City of Naples Airport Authority, 160 Aviation Drive North, Naples, FL 34104  
**No later than October 10, 2017 12:00 P.M.**

Submittals shall be sealed and clearly marked on the outside "RFQ On-Call Real Estate Appraisal Services 2017". The delivery of the response to the Authority prior to the deadline is solely and strictly the responsibility of the respondent.

### B. Number of Copies

One (1) unbound, one-sided, printed original submittal is required with six (6) bound printed copies and one (1) USB flash memory cards (USB flash drive) containing the submittal, exactly like the printed original, in Adobe Acrobat pdf format. Electronic format copy shall be one continuous file. Submissions via facsimile will not be accepted.

### C. Rejection of Responses, Cost of Preparation, Public Disclosure

Responding to this RFQ will 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 the RFQ or submitted responses and may cancel, re-advertise, postpone or modify the RFQ schedule at any time. The Authority is not responsible for any costs incurred during the preparation and submittal of a response to this RFQ. All submittals will become the property of the Authority. The Authority adheres to open records requirements of Florida State Statue 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.

#### D. Requests for Interpretation or Clarification

Questions concerning this RFQ shall be submitted in writing via email, in Microsoft Word format to Sheila Dugan, Deputy Executive Director at [sdugan@flynaples.com](mailto:sdugan@flynaples.com) by September 14, 2017. Respondents are encouraged to verify receipt of questions emailed to the Authority. Questions will be answered and posted online as an addendum on the Authority's website: <http://flynaples.com/bids-and-employment/> by the close of business on September 19, 2017. Respondents 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. 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. In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, respondents shall not contact any other Authority employees, agents, or Authority Board Members regarding this RFQ from advertisement date through Consultant Selection Committee recommendation to the City of Naples Authority Board of Commissioners.

#### E. Supplemental Information

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

#### F. Disadvantaged Business Enterprise

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 RFQ 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.

#### G. Americans with Disabilities

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

## **IX. SELECTION**

The responses to this RFQ will be publically opened at 12:00 p.m. on October 10, 2017, at the Authority's offices at 160 Aviation Drive North, Naples, FL 34104. Authority staff will evaluate responses to this RFQ and shortlist no more than four firms for formal presentation and further evaluation. A copy of the Ranking Guidelines is attached (please see Attachment B). Publication of the shortlist will be posted on our website on October 16, 2017.

Interviews of the shortlisted firms are currently scheduled for October 23, 2017 commencing at 9 a.m. The presenters for each firm will be limited to three (3) individuals, to include at least the project manager and appraiser that will be responsible for providing the requested services. Each shortlisted firm will be provided 20 minutes for a presentation to the Authority's Consultant Selection Committee, which should focus on the firms suggest approach and how the firms will ensure delivery of a quality project on time and within budget. After each presentation, there will be a 20 minute question and answer period. Each firm will be responsible for all costs related to the interview and presentation. The final selection will be made based on what is determined to be in the best interest of the Authority, and will be made by the City of Naples Airport Authority Board of Commissioners.

## **X. ASSURANCES**

By responding to this RFQ, the Respondent assures the Authority that, if selected, he or she 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 (attached) for the agreed-upon work.

## **XI. ATTACHMENTS**

- A. City of Naples Airport Authority's Professional Services Agreement
- B. Ranking Guidelines

# Attachment A

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 16th day of November, 2017 (the "Effective Date"), by and between the **CITY OF NAPLES AIRPORT AUTHORITY**, a political subdivision of the State of Florida (the "Authority"), and \_\_\_\_\_ ("Professional") (the Authority and Professional each individually a "Party" and collectively the "Parties").

### RECITALS

- A. The Professional provides appraisal services.
- B. The Professional maintains insurance coverage as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the Authority.
- C. The Authority anticipates instructing Professional to perform and provide the specific services described in Exhibit A attached hereto and made a part of this Agreement (the "Services").
- D. Professional represents and warrants it is willing and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement.

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

### TERMS

1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the Authority as the Authority instructs from time to time. The precise Services to be performed by Professional for the Authority, and the term of this Agreement, are fully described and set forth herein and in Exhibit A.
2. 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 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 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 minimum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

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

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

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

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

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

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

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

The insurance required under this Paragraph 8(d) shall (i) include coverage for all Services and other work of Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the Authority's Executive Director, and (ii) notwithstanding anything herein to the contrary, be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Services by Professional or termination of this Agreement.

(e) General Requirements. Renewal certificates evidencing all of the insurance required under this Paragraph 8 shall be sent by Professional to the Authority thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph 8 shall provide that the Authority shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage. 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 as 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 a 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, statues, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.

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

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

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

14. Independent Professional. Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint venturer of the Authority. Professional shall perform the Services and its obligations under this Agreement as an independent contractor. Neither Professional nor Professional's employees, personnel, subcontractors, agents, licensees and invitees shall hold themselves out as having the power or authority

to bind or create liability for the Authority. Professional shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and Professional shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage, including insurance.

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

As to the Authority: City of Naples Airport Authority  
Attention: Christopher A. Rozansky, Executive Director  
160 Aviation Drive North  
Naples, Florida 34104

With Copy to the Authority's Attorney:

William L. Owens, Esq.  
Bond, Schoeneck & King, PLLC  
4001 Tamiami Trail North, Suite 250  
Naples, Florida 34103

As to Professional: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 of another 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 or feminine or neuter gender, is used in this Agreement, it shall equally 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.

(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 sub-tier 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 24(b)) agrees as follows:

(i) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(ii) Non-discrimination: The contractor, 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(iii) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 a contractor'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 contractor under this Agreement until the contractor complies; and/or

(B) Cancelling, terminating, or suspending this Agreement, in whole or in part.

(vi) Incorporation of Provisions: The contractor will include the provisions of Paragraphs 24(b)(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 contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the contractor 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 24(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 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 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.

**25. Florida's Public Records Laws.**

**(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.**

26. Florida Procurement Laws

(a) 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.

(b) 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.

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

(d) 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.

(e) 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.

(f) Anti-Collusion Statement. By signing and submitting a bid, Professional agrees and acknowledges that it has not divulged to, discussed or compared his/her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever. (NOTE: Including there have been no premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact). Any such violation will result in the cancellation this Agreement.

27. 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:

ATTEST:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher A. Rozansky, Executive Director

Approved as to form and legal sufficiency by:

\_\_\_\_\_  
**William L. Owens, Esq.**  
Counsel to the Authority

PROFESSIONAL:

\_\_\_\_\_,  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

## 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 on-call real estate appraisal services at and around the Naples Municipal Airport as requested from time to time by the Authority in its sole discretion. The Services that may be requested by the Authority from Professional include, without limitation, appraisals to determine the following: (a) fair market annual rent, reproduction cost and depreciated value of aeronautical on-airport improved property; (b) fair market value of the remaining leasehold interest of an aeronautical on-airport improved property; (c) fair market value and estimate of the present value of the net rental income of aeronautical on-airport improved property; (d) fair market rent of aeronautical on-airport improved property; (e) land, hangar, building and terminal rents; and (f) fair market value of avigation easements and off-airport property. Notwithstanding anything in this Agreement to the contrary, (i) the Authority makes no representation or warranty as to the type or amount of appraisals or other Services that will be requested to be performed by Professional during the term of this Agreement; and (ii) the Authority retains the right not to assign to Professional any and all appraisals and other work required under or relating to the Authority's "Lease Term Buy-Back Program." Professional shall strictly comply with all provisions of the Uniform Standards of Professional Appraisal Practice ("USPAP"), the USPAP Competency Rule, as well as all applicable local, state and federal laws, ordinances and regulations.

Professional covenants and agrees to perform each and all of the appraisals and other Services requested by the Authority under this Agreement on an aggressive schedule in strict compliance with the timeframes for completion determined by the Authority from time to time in its sole discretion.

For each appraisal requested by the Authority and performed by Professional hereunder, Professional agrees to comply with all of the requirements below in the following order of priority:

- (1) First, to provide a verbal opinion of value to the Authority for review, comment and discussion prior to completing an unsigned draft written appraisal report thereof;
- (2) Second, as soon as possible after the Authority has discussed the verbal opinion of value with Professional and authorized Professional to proceed, Professional shall provide the Authority with an unsigned draft written appraisal report for review, comment and discussion prior to submitting the signed finalized written appraisal report thereof; and
- (3) Third, as soon as possible after the Authority has discussed the unsigned draft written appraisal report with Professional and authorized Professional to proceed, Professional shall provide the Authority with one (1) original and one (1) electronic version of the signed finalized written appraisal report.

Term: The initial term of this Agreement shall be for one (1) year, commencing on the Effective Date and expiring on November 15, 2018, unless sooner terminated or extended as provided herein. As used in this Agreement, the expression "term of this Agreement" refers to such initial term and to any extension terms as provided herein.

Upon their mutual written agreement, the Authority and Professional shall have the option to extend the term of this Agreement for up to four (4) successive extension periods having a duration of one (1) year each (each such option to extend is referred to as an “extension option”) (each of the four (4) one (1) year extension periods is referred to as an “extension term”). In order to exercise an extension option, the Authority and Professional must both agree in writing to the exercise of such extension option at least thirty (30) days prior to the expiration of the then existing initial term or extension term of this Agreement. All of the terms and conditions of this Agreement shall be fully applicable and binding upon the Authority and Professional during each extension term.

Rates and Manner of Compensation: The rates and manner of compensation for the performance and completion of the Services by the Professional to the satisfaction of the Authority are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Other Provisions: Notwithstanding anything in this Agreement to the contrary, Professional shall: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

## Attachment B

### On-Call Real Estate Appraisal Service Ranking Guidelines

	%
<b>Professional qualifications necessary for satisfactory performance</b>	10
Project manager and key team members are qualified to perform the work categories on the project	
Consultant's knowledge of standards and procedures	
<b>Specialized experience and technical competence in the type of work required</b>	15
Consultant has provided comparable projects they have been involved with	
Computer capability of the consultant	
<b>Past performance on contracts with government agencies and private industry</b>	15
Past performance evaluations	
References, if no past work has been performed for the Authority by this consultant	
<b>The capacity to accomplish the work in the required time</b>	10
Consultant has adequate staff for this project	
Current workload of the consultant	
<b>Understanding of the project</b>	10
Consultant has demonstrated understanding of key elements of the project	
Consultant has provided logical approach to tasks and issues of the project	
<b>Location of the project and knowledge of the area</b>	5
If used this criterion must be 10% or less of the total scoring	
Location criteria can't be based on a political boundary (e.g. city or county limits)	
<b>Adherence to Content of Responses Requirements and Quality of Response</b>	10
<b>Quality of the interview/presentation</b>	25
Presentation was clear and concise	
Questions were appropriately answered by the consultant.	
Total	100