



**PROCUREMENT OFFICE**  
11000 TERMINAL ACCESS ROAD  
SUITE 8671  
FORT MYERS, FL 33913

**REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 25-0004MC  
for  
DESIGN SERVICES  
FOR THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)  
RENTAL CAR AREAS RELOCATION/EXPANSION  
AND ASSOCIATED AIRPORT IMPROVEMENTS**

**RELEASED: May 31, 2024**

**DESIGNATED PROCUREMENT OFFICE CONTACT**

**Matthew Catoe, Senior Procurement Agent**  
Telephone (239) 590-4565 • Email: [mscatoe@flylcpa.com](mailto:mscatoe@flylcpa.com)

**NON MANDATORY PRE-SUBMITTAL MEETING**

**Tuesday, June 11, 2024 • 10:00 a.m., local time**

**QUESTIONS/CLARIFICATION REQUEST DEADLINE**

**Tuesday, June 18, 2024 • 5:00 p.m., local time**

**SUBMITTALS DUE**

**Tuesday, July 02, 2024 • 2:00 p.m., local time**

**IMPORTANT**

**A prohibition against lobbying is in effect during the entire procurement process  
See Lee County Port Authority Procurement Manual, Section 4(D)  
and Part A.13, C.02 & D.02 for more information.**

## **NOTICE OF COMPETITIVE OPPORTUNITY**

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications (LOQ). Solicitation documents are available electronically at [flylcpa.ionwave.net](http://flylcpa.ionwave.net), powered by EUNA Solutions, or by contacting the Procurement Office.

### **NO LOBBYING**

No prospective proposer, or representative of a proposer, will contact any Board of Port Commissioners member, Airports Special Management Committee (ASMC) member, or Authority employee, either individually or collectively (other than the designated procurement office contact) using any form of communication (i.e.: text, call, email, zoom meeting, face to face meeting, etc.) regarding this solicitation. Lobbying which occurs prior to final approval by the Board of Port Commissioners of the ranking will result in automatic disqualification from further consideration. During contract negotiations with the top ranked Respondent, this lobbying prohibition also applies, with the exceptions listed herein, and may also result in disqualification of top ranked or lower ranked Respondents. This prohibition applies to any individual listed in the response to this LOQ, and any individual or agent representing the respondent including, any third party acting on respondent's behalf.

### **PRE-SUBMITTAL MEETING**

☒ A pre-submittal meeting has been scheduled for **Tuesday, June 11, 2024 at 10:00 AM, local time**. The meeting will be held on the Third Floor Mezzanine in the Wright Brothers Conference Room at the Southwest Florida International Airport, located at 11000 Terminal Access Road, Fort Myers, Florida. The meeting may also be attended virtually through Google Meets. To access the Google Meets meeting use this link:

<http://meet.google.com/ukn-ygao-jpg>

Phone: (US) 904-580-8307 - PIN: 925 394 757#

At the pre-submittal meeting, the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the LOQ is issued by the Procurement Office.

### **DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS**

**Inquiries or requests for clarifications of any information contained in the LOQ must be received no later than Tuesday, June 18, 2024, by 5:00 p.m. local time.** All inquiries, suggestions or requests pertaining to this LOQ must be submitted to the designated procurement contact on the cover page. This deadline has been established to maintain fair treatment for all potential respondents, while ensuring an expeditious selection process.

### **PUBLIC OPENING OF SUBMITTALS:**

**The Authority is accepting electronic submissions in IonWave until Tuesday, July 02, 2024, by 2:00 p.m., local time.** Submittals sent in any manner other than electronically to IonWave will not be accepted. Hard copies, faxed submissions, and electronically submitted responses sent directly to the Authority will not be accepted.

**Submittals will be opened publicly. The opening may be viewed remotely through Google Meets by accessing the following link:** [meet.google.com/xbi-xvre-joj](http://meet.google.com/xbi-xvre-joj) **or by Phone: (US) 515-446-8517 PIN: 419 866 359#**

Submittals must be in IonWave prior to the deadline for submission. Respondents are responsible for

taking all necessary steps to ensure their submission is uploaded before the due date and time. The Authority is not responsible for technology or any other issues that cause the deadline to be missed.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses/disadvantaged business enterprises/or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this solicitation 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.

***End of Notice of Competitive Opportunity***

## **PART A**

### **INSTRUCTIONS TO RESPONDENTS**

Lee County Port Authority (Authority) invites submittals from interested individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated experience in providing the services as described in this Request for Letters of Qualifications (LOQ). In order to receive consideration, Respondents must meet the minimum qualifications stated in Part C and comply with the Instructions to Respondents contained in Part A. The Authority specifically reserves the right to reject any or all submittals, to waive technicalities, to make inquiries, and to request additional information from all Respondents, and to select the submittal which is, in the Authority's sole discretion, judged to be in the best interest of the Authority. Throughout this Request for Letters of Qualifications, where reference is made to "Consultant", it means the successful Respondent(s) entering into an Agreement with the Authority as a result of this solicitation.

#### **A.01 ELECTRONIC SUBMISSION OF LETTERS OF QUALIFICATIONS**

The Authority is accepting electronic submittals in IonWave, powered by EUNA Solutions, at <https://flylcpa.ionwave.net>. Submittal of replies prior to the deadline is solely and strictly the responsibility of the Respondent. Submittals received after the stated time and date for the public opening will not be considered. It is the sole responsibility of the Respondent to take all necessary steps to ensure its submission is in IonWave prior to the stated time and date for opening of submissions. All replies submitted pursuant to this competitive solicitation will become the sole property of the Authority. Vendor support is available by calling 866-277-2645.

All documents must be PDF/A and ADA compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant; the document must be text searchable and must have a minimum resolution of 300 dpi. Submittals must have navigational bookmarks inserted in lieu of tabs that would normally be required in a hard copy. The entire submittal must be contained in a single PDF/A file.

Respondent acknowledges that entry of username, password and entry of the user's full name and email address serves as a unique electronic signature for the submission of a LOQ. Respondent further agrees that only individuals with signatory authority will submit a LOQ in Ionwave.

#### **A.02 REMOTE OPENING OF ELECTRONIC REPLIES**

Letters of Qualifications submitted in response to this LOQ will be electronically opened after the opening date and time published on the cover page of this solicitation. The Authority reserves the right to extend the date and time for opening at Authority's sole discretion, when deemed to be in the best interest of the Authority. Respondents, its authorized agents and other interested persons are invited to attend the LOQ opening remotely through electronic means by using the link provided on the Notice of Competitive Opportunity page. At the opening, the Authority will make public the names of the Respondents providing a submission. No review or analysis of the submittals will be conducted at the public opening.

The Authority will not discriminate against individuals with disabilities. Any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated procurement agent listed on the cover page of this LOQ at least five (5) days before the public opening.

### **A.03 ACCESSING SOLICITATION DOCUMENTS, ADDENDA AND INFORMATION**

The Authority uses a third party provider, IonWave to distribute solicitation documents including addenda and award results. Interested parties may receive this information at no cost by registering at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the designated procurement agent indicated on the cover page. It is the responsibility of the Respondent, prior to providing a submittal, to review IonWave and determine if addenda to the LOQ have been issued and, if issued, acknowledge, and incorporate the same into the submittal. Monitor Ionwave to obtain results of ranking and for other updates. **Companies must register with IonWave to participate in any Lee County Port Authority solicitation.**

### **A.04 PRE-SUBMITTAL MEETING**

If applicable, a pre-submittal meeting will be held on the date and time specified on the cover page of this LOQ. The cover page will also note if the pre-submittal meeting is non-mandatory or mandatory, and if a site visit is planned and if physical attendance is available. While attendance is not required at a pre-submittal meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is mandatory for pre-submittal meetings that are indicated as mandatory on the cover page of this solicitation. A Respondent's failure to attend a mandatory pre-submittal meeting will result in its submission being considered non-responsive.

The purpose of the pre-submittal meeting is to discuss the requirements and objectives of this LOQ, to answer any questions potential Respondents have about the LOQ, and to answer any general questions about the Authority. At the pre-submittal meeting, the Authority will attempt to answer all questions received; however, reserving the right to answer any questions in writing in a subsequent addendum to the LOQ. All prospective Respondents are encouraged to obtain and review the solicitation documents prior to the pre-submittal meeting in order to be prepared to discuss questions or concerns about the requirements of the Authority.

In order to conduct the pre-submittal meeting as expeditiously and efficiently as possible, it is requested that all pre-submittal questions be sent to the procurement contact indicated on the cover page of this solicitation at least three (3) business days prior to the scheduled pre-submittal meeting to allow staff time to research the questions.

### **A.05 QUESTION AND CLARIFICATION PERIOD**

It is the responsibility of each Respondent before providing a submittal to (a) examine the LOQ documents thoroughly; (b) if applicable, visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance or the furnishing of the work; (c) consider local, federal and state codes, laws, and regulations that may affect the work; and, (d) study and carefully correlate Respondent's observations with the solicitation documents. Respondent is required to notify the Authority of any conflicts, errors, or discrepancies in the solicitation documents before providing a submittal.

Each Respondent must examine all LOQ solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be sent to the procurement agent listed by the date and time stated.

All questions received and responses given must be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not respond to inquiries received after the published deadline.

**A.06 ADDENDA**

Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others, and Respondents are not entitled to rely upon any such oral statements. The issuance of a written addendum issued by the Procurement Office is the only official method whereby an interpretation, clarification or additional information will be given. It is the responsibility of the Respondent, prior to providing its submittal, to review IonWave to determine if addenda to the solicitation were issued and, if issued, to acknowledge and incorporate the same into Respondent's submittal.

**A.07 SUBMITTAL EXPENSES**

All costs incurred by Respondent(s) in responding to this Request for Letters of Qualifications and in participating in any interviews, presentations, and/or demonstrations, including travel, will be borne entirely by the Respondent.

**A.08 BINDING OFFER**

A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services described in this LOQ, assuming the terms of an agreement between the parties are satisfactorily negotiated. The submission of a LOQ will be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for Letters of Qualifications. Submittals made will be in force for a period of one hundred and eighty (180) days from the date of the public opening, which may be extended upon mutual agreement.

**A.09 RESERVATION OF RIGHTS**

The Authority reserves the right to accept or reject any or all submittals; to select one or more submittal(s); to re-advertise this Request for Letters of Qualifications; to postpone or cancel the procurement process related to this Request for Letters of Qualifications; to waive irregularities in the procurement process or waive technicalities in the submittals made thereto; to request additional information and documentation; and to change or modify the LOQ schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any submittal received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Letters of Qualifications is nonresponsive and not eligible to proceed in the evaluation process.

**A.10 WITHDRAWAL OR MODIFICATION OF SUBMITTALS**

Submittals may be withdrawn or revised by the Respondent for any reason prior to the date and time fixed for the public opening.

Negligence on the part of the Respondent in preparing its LOQ confers no right of withdrawal or modification after the date and time fixed for the public opening.

**A.11 FALSE OR MISLEADING STATEMENTS**

Submittals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the



submittal and the attribute, condition, or capability is a requirement of this Request for Letters of Qualifications, such Respondent will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

#### **A.12 JOINT VENTURES**

Respondents intending to provide a submittal as a joint venture with another entity are required to provide evidence acceptable to the Authority that the joint venture meets the statutory requirements applicable to corporations or other entities that are subject to the Florida Business Corporations Act, Chapter 607, Florida Statutes, the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes, the Florida Partnership Laws at Chapter 620, Florida Statutes, or the Professional Services Corporation and Limited Liability Company Act at Chapter 621, Florida Statutes, as applicable, prior to the date and time set for the public opening.

#### **A.13 NO LOBBYING**

Respondents are hereby placed on notice that Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee, and all Authority employees (with the exception of the designated Procurement Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Letters of Qualifications. After the issuance of this solicitation, no prospective Respondent will contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents or employees except for the designated Procurement Office contact. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This prohibition of lobbying ends upon final execution of the agreement or purchase order or at the time the solicitation is canceled.

All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their LOQ in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts. Joint ventures must file a separate affidavit for each joint venture partner.

**ANY FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED ABOVE IN VIOLATION OF THIS PROHIBITION WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION.**

#### **A.14 SCRUTINIZED COMPANIES**

The Authority will have the option to immediately terminate any Agreement resulting from this Request for Letters of Qualifications, in the exercise of its sole discretion, if a Respondent is found to have submitted a false certification under section 287.135(5) Florida Statutes, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Each Respondent certifies, by submission of the certification attached, that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting under section 287.135, Florida Statutes.

#### **A.15 PUBLIC ENTITY CRIMES**

In accordance with section 287.133, Florida Statutes, a person, affiliate, or corporation 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 on a contract; 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 qualifications 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 section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Respondents must certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

#### **A.16 E-VERIFY**

In accordance with section 448.095(2), Florida Statutes, the Consultant must certify that it has registered with and is using the E-Verify system to verify the work authorization status of all newly hired employees.

Furthermore, Consultant's agreement with the Authority cannot be renewed unless at the time of renewal the Consultant certifies to the Authority that it is registered with and uses the E-Verify system.

If allowable, and the Consultant enters into an agreement with a sub-consultant, the sub-consultant must provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien and Consultant must maintain a copy of such affidavit for the duration of any agreement with the Authority. If the Consultant develops a good faith belief that any sub-consultant with which it is contracting has knowingly violated section 448.09(1), Florida Statutes (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States), the Consultant will terminate the contract with the sub-consultant. Failure to do so will result in termination of the agreement resulting from this Request for Letters of Qualifications, if any.

If the Authority develops a good faith belief that the Consultant has knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with or for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Authority will terminate any agreement resulting from this Request for Letters of Qualifications. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement under the above circumstances is not a breach of contract and may not be considered as such.

#### **A.17 NONDISCRIMINATION - TITLE VI ASSURANCE**

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat, 252m 42 USC §2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively



ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to the RFP 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 award. Further, pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Act of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the Provider must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors and/or sub-consultants, including procurements of materials and leases of equipment. The Provider will not participate directly or indirectly in discrimination prohibited by federal or state law or applicable regulations, including but not limited to employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

#### **A.18 GENERAL CIVIL RIGHTS**

The Consultant must comply with the nondiscrimination provisions stated above as well as all other pertinent statutes, regulations and executive orders as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the Consultant and its subcontractors from the solicitation period through completion of the Agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

#### **A.19 PUBLIC RECORDS AND DISCLOSURE**

Submittals made pursuant to this Request for Letters of Qualifications are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to section 119.071, Florida Statute. If the Authority rejects all submittals and concurrently notices its intent to reissue the solicitation, the rejected submittals are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A submittal is not exempt for longer than twelve (12) months after the initial notice of rejection of all submittals.

Pursuant to section 119.0701, Florida Statute, to the extent a Consultant is performing services on behalf of the Authority, Consultant must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. Respondent agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to section 119.0701, Florida Statutes.
- 2) 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.

- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the Authority.
- 4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority at the completion of the contract, the Consultant must destroy any duplicate records that are exempt from public disclosure requirements. If the Consultant keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

In accordance with sections 119.071(3) and 331.22, Florida Statutes, airport security plans or other records relating directly to the physical security or fire safety of a public facility or revealing security or fire safety systems are confidential and exempt from public disclosure. For example, photographs, maps, blueprints, drawings, and similar materials that depict critical airport operating facilities are exempt, as well as building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure, all of which are exempt from disclosure under the provisions cited in this paragraph.

Additionally, in accordance with section 119.0725(2), the following are exempt from public disclosure:

information relating to critical infrastructure, network schematics, hardware and software configurations, or encryption information or information that identified detection, investigation, or response practice for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure or destruction of:

1. data or information, whether physical or virtual
2. information technology resources, which include the Authority's existing or proposed information technology systems
3. any portion of a meeting that would reveal information related to critical infrastructure or technology systems or data in the aforementioned paragraph

To the extent the law applies to the services to be acquired through this LOQ, Respondents agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

## **A.20 TRADE SECRETS**

As stated above, all documents, materials, and data submitted as a part of a response to this Request for Letters of Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records as outlined in Chapter 119, Florida Statutes. Under Florida law, designation of an entire submittal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the LOQ is nonresponsive and therefore the LOQ will not be evaluated or considered.

Except for materials that are considered 'trade secrets' as defined by section 688.002, Florida Statutes, ownership of all documents, materials and data submitted as part of a LOQ in response to this Request for Letters of Qualifications belong exclusively to the Authority.

The Authority does not believe that any of the information required by this solicitation constitutes a trade secret under Florida law. To the extent Respondent desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a LOQ in response to this Request for Letters of Qualifications must be segregated from the portions of the LOQ that are not declared as trade secrets. In addition, the Respondent must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. The Authority reserves the right to clarify the Respondent's request for a trade secret at any time. Additionally, Respondent must provide a copy of its LOQ that redacts all information designated as trade secret. In conjunction with any trade secret designation, Respondent acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. See also A.10 above;
- 2) By submitting, Respondent grants the Authority, its officials, employees, agents and representatives full rights to access, view, consider, and discuss information designated as trade secret;
- 3) Any trade secrets provided by Respondent to the Authority are subject to the provisions of section 119.0715, Florida Statutes, and the Authority may disclose a trade secret to its officers or employees whose use of the trade secret is within the scope of his or her lawful duties and responsibilities; and
- 4) After notice from the Authority that a public records request has been made to inspect or copy all or any portion of Respondent's LOQ, Respondent at its sole expense is responsible for defending its determination that the submitted material (or portions thereof) constitutes a trade secret and is not subject to disclosure. Once the Authority notifies the Respondent that it has received a request to inspect or copy information that the Respondent has designated a trade secret, the Respondent will take action to respond to the request promptly, but no later than ten (10) calendar days from the date of notice by the Authority or Respondent will be deemed to have waived the trade secret designation of the materials.

Respondent will indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any losses, claims, actions, damages (including attorney's fees and costs) and amounts arising or incurred by the Authority from or related to the designation of trade secrets by the Respondent, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

## **A.21 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**

In agreements financed in whole or in part by federal or state grant funds, all requirements set forth in the grants documents or in the law, rules, and regulation governing the grants, including federal or state cost principles, must be satisfied. To the extent that federal or state cost principles differ from those of the Authority, the cost principles of the grantor will be used.

## **A.22 AGREEMENT**

Through the submission of a response to this Request for Letters of Qualifications, the Respondent agrees to execute the draft Authority agreement (contract) without changes or alterations. There

will be no negotiation of the provided template agreement (contract). Negotiations will include the scope of work, hourly rates, number of man-hours required to accomplish the final scope of work, and indirect expenses. Any requested changes to the Authority template agreement contained herein must be required during the procurement process and any approved changes will be addressed via addendum.

Consultant acknowledges electronic signatures are true and valid signatures for all purposes related to the Agreement and Consultant agrees to be bound to the same extent as with an original signature. Any electronic signature must be of sufficient quality to be legible electronically or when printed as a hardcopy. The Authority will determine legibility and acceptability for public record purposes.

**A.23 TERMINATION**

The agreement between the Authority and the Consultant will contain a clause whereby the agreement may be terminated for the convenience of the Authority at any time during the term of the Agreement upon thirty (30) days written notice to the Consultant.

**A.24 NON EXCLUSIVITY OF AGREEMENT**

By responding to this Request for Letters of Qualifications, Respondent understands and agrees that any resulting contractual relationship is nonexclusive and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

**A.25 AVAILABILITY OF PERSONNEL**

Personnel described in the Respondent's submittal must be available to perform the services as described. All personnel will be considered to be employees or agents of the Respondent and not employees or agents of the Authority.

**A.26 ASSIGNMENT OF AGREEMENT**

The Consultant may not assign any agreement resulting from this Request for Letters of Qualifications without the prior written approval of the Authority.

**A.27 FINANCIAL RESPONSIBILITY**

During the evaluation process Respondent may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting practices and are to be signed by an independent certified public accountant and provided to the Authority within ten calendar days of request by the Authority.

**A.28 AUDITABLE RECORDS**

The Consultant that is awarded an agreement to provide services pursuant to this LOQ must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the Agreement. These records must be kept in accordance with generally accepted accounting methods. The Authority reserves the right to determine the record keeping methods in the event of non-conformity. Records must be maintained for five (5) years after the expiration or termination of the Agreement and must be readily available for inspection upon reasonable notice.

**A.29 GOVERNING LAWS/RULES/REGULATIONS**

The Consultant is solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The Consultant will ensure compliance with laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority.

**A.30 NEGOTIATION OF THE AGREEMENT**

The ASMC will make a recommendation to the Board of Port Commissioners of those Respondents it determines are best qualified to perform services and with which the Authority should enter into negotiations, if any. Upon approval of the recommendation, the successful Respondent(s) will be invited to enter negotiations. Negotiations are generally relative to the scope of services to be performed and the associated costs. The successful Respondent's LOQ will serve as the basis for negotiating the scope of services to be performed under any resulting agreement.

**A.31 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE**

The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and W/MBE Programs. The Authority's DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

**A.32 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS**

In accordance with section 287.05701, Florida Statutes, the Authority will not request documentation of, or consider, a respondent's social, political, or ideological interest when determining if the respondent is a responsible bidder. Further, the Authority will not give preference to a submittal based on the respondent's social, political, or ideological interests.

**END OF PART A**



## **PART B**

### **SCOPE OF SERVICES**

#### **B.01 INTRODUCTION**

Lee County Port Authority (“Authority”) invites the submission of Letters of Qualifications from interested and qualified firms to provide Design Services for the Rental Car Areas Relocation/Expansion and Associated Airport Improvements at the Southwest Florida International Airport in Lee County, Florida.

#### **B.02 PORT AUTHORITY GENERAL INFORMATION**

The Lee County Port Authority is responsible for operating and managing two airports in Fort Myers, Florida. Southwest Florida International Airport (RSW) is an award-winning, medium-hub commercial service airport that served 10,069,839 passengers in 2023 (2.6 percent down compared to 2022) and is one of the top 50 airports in the United States for passenger traffic. Sixteen (16) airlines serve RSW with nonstop service to 63 markets including Canada and Germany. The economic impact of the airport is \$8.3 billion annually to the Southwest Florida region and more than 60,000 jobs.

A terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest airport terminals in the nation offering a top-rated travel experience. In 2021, the Lee County Port Authority finished construction on a new \$80 million Airport Traffic Control Tower and Terminal Radar Approach Control facility at RSW and handed it over to the FAA for equipping and certifying for operations.

RSW has seen significant increases in passengers, especially during peak-hour operations, which has impacted the terminal’s functionality. In October 2021, LCPA started construction on a \$331 million Terminal Expansion Project to improve the airport’s efficiency by consolidating the security checkpoints, adding concession space and providing passengers more amenities and options. This will be a three-year project and will be the second-largest public works project in Lee County history, only being surpassed by the airport’s Midfield Terminal Complex in 2005.

Terminal Expansion Phase 2 will expand the existing terminal further by adding Concourse E with an additional 14 gates; expanding the Centralized Receiving and Distribution Center; expanding Chiller Plant Facility; as well as other associated terminal facilities, landside and airside improvements. The completion of Concourse E is currently planned for late 2027.

Other future infrastructure improvements include rental car expansion projects, roadway rehabilitation projects, additional terminal expansion projects and a future parallel runway. More information about the Terminal Expansion Project and RSW is available at [flylcpa.com](http://flylcpa.com).

Page Field, an FAA-designated reliever airport, provides services to general and business aviation and accommodated more than 170,000 aircraft operations in 2022, a new record. Base Operations at Page Field is an award-winning fixed-based operator and has been recognized for its customer service and facilities. LCPA opened the new Base Operations terminal complex in 2011.

Respondents are encouraged to review additional information about Southwest Florida International Airport and Page Field on the website at [flylcpa.com](http://flylcpa.com).

#### **B.03 PROJECT BACKGROUND**

Previously, the Port Authority retained a consultant to perform an evaluation of the rental car

facilities operational needs, proposed sizing of future facilities, and preparation of conceptual alternatives to support a Rental Car Facility Relocation Project at the Southwest Florida International Airport. These efforts produced concepts of a relocated Rental Car Service Area and expansion of QTA facilities, as well as garage expansion options. The Design Services under this solicitation will further advance the conceptual work and potentially involve other elements of work not previously analyzed as noted below.

#### **B.04 SCOPE OF SERVICES**

The Port Authority is requesting Letters of Qualifications from interested firms to provide Design Services for the Southwest Florida International Airport (RSW) Rental Car Areas Relocation/Expansion and Associated Improvements. It is envisioned at this time that this project may be accomplished in multiple phases.

Rental Car Service Area Relocation. The current RSW rental car service facilities are located on the north side of the airport within the Skyplex area. These facilities were originally constructed, coinciding with the opening of the airport in 1983, as rental car and service facilities, with rental car customer counters located in the old terminal building, and utilizing a busing operation between the terminal and the rental car facilities for customers to pick up and drop off their rented vehicle. When the RSW Midfield Terminal Complex opened in 2005, rental car customer counters were relocated to a new rental car building, near the new terminal and adjacent to the new parking garage, and Quick-Turn-Around (QTA) facilities were also provided on the back side of the garage. The old rental car facilities were then transformed into vehicle service/maintenance facilities and additional vehicle storage areas.

The Port Authority and the rental car companies desire to relocate the service facilities to the south side of the airport. This relocation will reduce the amount of vehicle trips along Air Cargo Road, between the north and south sides of the airport. It will also free up needed land on the north side to foster the Skyplex area long-term vision of aviation and non-aviation development, and provide the rental car companies closer access to their vehicle service areas. An early site plan has been developed that matches the current RSW Airport Layout Plan approved by the FAA, FDOT, and Port Authority Board. Even though this is currently the airport's preferred site, the selected Consultant will be tasked to work with the Port Authority and rental car companies on site plan refinement, site layout, site size, ingress/egress, etc.

QTA Expansion and Associated Improvements. According to the existing RSW rental car companies, the current QTA operation is undersized. Therefore, the selected Consultant may also be requested to perform design services related to the expansion of the QTA area. Any expansion of the existing QTA operations will most likely have impacts to surrounding facilities, such as:

- Long-term Parking Lot
- Short-term Parking Garage
- Roadway Network
- Rental Car Building
- Toll Plaza

The relocation, and/or expansion of any or all of the above may be deemed necessary to effectively expand the QTA areas and, therefore, is included as part of this solicitation and may be added as part of the overall project scope.

Parking Garage Expansion. With the expansion of the rental car QTA and storage areas behind the parking garage, public long term parking areas will likely be lost. As replacement for those spaces, the existing public parking garage is planned to be expanded. This solicitation includes expanding the parking garage as needed to include, but not be limited to, adding a 4<sup>th</sup> level (as currently planned), adding a 5<sup>th</sup> level (future planned), garage length/width/depth expansion, public parking programs/systems/automation, and any other type of expansion and improvement or operational enhancement to the rental car and/or public portions of the parking garage.

Other Rental Car Improvements. This solicitation also includes any rental car relocations, expansion, or enhancement of facilities as approved by the LCPA Board using and paid for with Customer Facility Charge Revenues (CFCs). This may include, but not be limited to, Customer Building expansion/modifications, access roadways, automation/systems, public toll booth expansion/modifications, and any other rental car directly or indirectly related project paid for with CFCs.

The selected Consultant will work with the Port Authority to prepare design documents and assist a separate Construction Manager/General Contractor with the competitive bidding and construction of the improvements.

A broad range of professional disciplines, analysis, and expertise is expected to be needed during the term of the professional services agreement. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected Consultant and selected after award of the professional services agreement. As such, subconsultant information will not be considered during the evaluation of the LOQ responses submitted. During the term of the professional services agreement, the Port Authority will have the right to reject any individual or subconsultant firm submitted by the Consultant to provide services under the Professional Services Agreement. Services to be provided are outlined below:

- Rental Car Agency Coordination
- Architecture
- Engineering
- Surveying and Mapping
- Planning and Permitting
- Concept Refinement and Conceptual Design Analyses, Program Definition and Development
- Project Reporting and Presentations
- Design Development
  - Building and Civil Plans and Technical Specifications
  - Cost Estimating and Budgeting
  - Soil Testing and Analyses
  - Contamination Clean-up
  - Geotechnical Testing and Analyses

- Bidding Assistance
- Construction Administration
  - Performing Project Inspections
  - Responding to Requests for Information
  - Reviewing Contractor Pay Applications
  - Reviewing Contractor submittals, shop drawings and samples for conformance with the Contract Documents
  - Providing Engineering Project Certifications
- Management of various subconsultant engineering subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of design and engineering related projects
- General engineering analyses
- Civil, sanitary, structural, mechanical, electrical, surveying, building, geotechnical and other related engineering disciplines
- Preparation of detailed contract plans, specifications and construction bid documents
- Preliminary and final cost estimate preparation
- Project-related environmental permitting
- Code compliance
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Construction Administration/Management
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation
- Claims evaluation
- Safety Management Systems
- Energy Audits
- Surface Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination

All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project. Nothing in this LOQ would prohibit the firm that is awarded this contract from competing for other Lee County Port Authority competitively advertised architectural and engineering contracts. However, evaluations of any additional contracts will consider current and projected workload and the award of additional contracts will be limited to those that do not pose a real or perceived conflict of interest as determined by the Lee County Port Authority.

This Request for LOQs outlines a single point of contact and accountability whereby the Project Manager representing a single firm demonstrates his/her ability to manage multiple aspects of a project. As such, joint ventures are not preferred by Port Authority staff. However, nothing in this Request shall preclude the submission of LOQs by joint venture firms. The evaluation and consideration of a submittal by a joint venture rests solely with the Airports Special Management Committee and the Board of Port Commissioners.

At the time of contract negotiations with the selected top-ranked firm, specific contract conditions will be negotiated including, but not limited to, term of contract, consultant fees, the selection of subconsultants/subcontractors, subcontractor/subconsultant mark-ups if applicable, additional services to be provided, etc.

The Port Authority reserves the right to:

Select more than one firm to perform services from among the respondents to this request for Letters of Qualifications and to award work among selected firms as the Port Authority sees fit.

Accept or reject any Letters of Qualification. The Port Authority may, for any reason, deem it in the best interest of the Port Authority to withdraw from performing any work, to seek Competitive Bids, Letters of Qualifications or Requests for Proposal for the work or to perform the work in-house or using other resources after Letters of Qualification are received from the responding firm. Neither this LOQ, nor any subsequent agreements, shall be construed to guarantee work for the selected firm.

Object to the use of any subconsultant, subcontractor or supplier, in which event, the firm shall submit and use an alternate subconsultant, subcontractor or supplier reasonable acceptable to the Port Authority.

**END OF PART B**



## **PART C**

### **CONTENT AND ORGANIZATION OF SUBMITTAL**

The information each Respondent provides will be used to determine the most qualified Respondent(s) with the perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

An evaluation of submittals will be conducted for the purposes of clarification of both the Respondent's ability and prospective benefit of their submission to the Authority. For more information, refer to Part D, Evaluation of LOQ's.

#### **C.01 EVALUATION CRITERIA**

The information submitted in response to the elements listed in C.02 below will form the Respondent's submission and serves as the established criteria when determining the selection of the most qualified Respondent and award of a future agreement under this Request for Letters of Qualifications. Evaluation of Respondent's submission will be performed by a staff evaluation committee, the Airports Special Management Committee (ASMC) and the Board of Port Commissioners. The selection and procurement process is not complete until final execution of the agreement resulting from this competitive process.

The following criteria will be evaluated: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each Respondent and whether a Respondent is a certified disadvantaged business enterprise.

- A. Organizational Structure for Project (10%).
- B. Experience, resume and qualifications of the Project Manager working on similar projects/contracts (10%).
- C. Experience, resume and qualifications of the Respondent's key support staff working on similar projects/contracts (10%).
- D. Past record of performance working on projects/contracts (10%).
- E. Current workload with LCPA: The Authority desires to spread the available airport work among qualified Respondents when possible and to offer opportunities to gain airport experience which will offer the Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of Respondents currently under contract with the LCPA will be considered (10%).
- F. Responsiveness/Knowledge of Local Conditions: Importance will be placed on the Respondent's ability to be responsive and knowledgeable due to the following: knowledge of southwest Florida conditions, experience with southwest Florida permitting and project approvals, commitment to and awareness of local economy and conditions, etc. (10%).
- G. Project Approach: Demonstrated understanding of the project/contract and proposed approach. Importance will be placed on the Respondent's demonstrated understanding and approach to the project/contract, drawing on previous experience with similar contracts, and including the most critical steps that will be needed for

successful completion. Understanding of the project's uniqueness should be elaborated upon (10%).

- H. DBE/W-MBE participation, past performance on other projects/contracts, and proposed approach (10%).
- I. References for Project Manager and the Respondent (10%).
- J. Any other information deemed pertinent by the Evaluation Committee, Airport Special Management Committee or Board of Port Commissioners (10%).

Past performance working on Authority projects will also be a consideration applied to all of the above evaluation criteria. Excellent past performance should be reflected in considering the above, as well as poor past performance. Even though prior Authority performance may serve to enhance or diminish a Respondent's overall evaluation, the lack of prior Authority prime or subcontractor performance by itself should not count against any prospective Respondent. The assignment of weighting noted within the evaluation criteria above serves to underscore the emphasis intended to be placed upon the established evaluation criteria for this competitive solicitation. The assignment of percentages as noted herein is not intended to result in a calculated numerical scoring, but merely guide and assist Authority staff, ASMC and BOPC in their fair and effective evaluation of the written and oral responses to this LOQ.

## C.02 **INFORMATION TO BE SUBMITTED**

All information identified below must be contained within your LOQ. The contents of the LOQ must be **separated and must be organized in the same order and following the same format as listed below**, identifying the Respondent's response to each specific section item. Provide a Table of Contents following the sections identified below and include page numbering.

### **SECTION 1 – MINIMUM QUALIFICATIONS**

To qualify for consideration, Respondent must meet the following minimum qualifications:

1. Identify the firm's legal name and current status (e.g., active/in good standing) that will be on any future executed contract with the Authority. Respondents must submit documentation from the Florida Department of State, Division of Corporations verifying that the entity is a Florida Corporation, limited liability company or other recognized business entity that is active and in good standing, or is a foreign corporation, limited liability company or other recognized business entity that has registered and is authorized to do business in the State of Florida.

**Submit the documentation/verification indicated above.**

2. Respondents intending to submit an LOQ as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Florida Statute, prior to the date and time set for the public opening.

**Provide a copy of Respondent's approved filing with the Florida Department of Business & Professional Regulation**

3. A Respondent will be disqualified from consideration for award of an agreement pursuant to this Request for Letters of Qualifications for any of the following reasons:
  - Failure to meet mandatory minimum qualifications stated in this section.
  - Lobbying the Lee County Board of Port Commissioners, members of the Airports Special

Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications prior to Board of Port Commissioners approval of the final ranking.

- Collusion with the intent to defraud or other illegal practices upon the part of any firm.
- Evidence that Respondent has a financial interest in the company of a competing Respondent.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit to provide services under section 287.135, Florida Statutes.

The Authority, at its sole discretion, may request clarification or additional information to determine a Respondent's responsibility or responsiveness.

## **SECTION 2 – EXECUTIVE SUMMARY AND ORGANIZATIONAL STRUCTURE**

An Executive Summary must be provided that includes a discussion of the client oriented approach, understanding of the work to be performed, general statement of experience and qualifications of the Project Manager, the Respondent and current firm employees that will serve as support staff, discussion of organizational structure (including organization chart identifying the names and roles of key personnel to be assigned to this contract), commitment to responsiveness of firm employees, and an understanding of the Authority's goals and objectives. The primary goal of the Authority is to keep all projects on schedule, under budget and fully coordinated. The Executive Summary and organization chart should not exceed three (3) pages total.

## **SECTION 3 – PROJECT MANAGER, FIRM, AND KEY SUPPORT STAFF**

Complete **Form 1** with the following information:

- Project Manager – Please provide:
  - Provide the name, address and telephone number of one (1) person currently employed by the Respondent who will serve as the individual Project Manager responsible for the timely provision of all services and to whom all communications will be directed. The Project Manager should be an experienced individual to be dedicated and available (if requested by the Authority) one hundred percent (100%) of his/her time to the agreement, located full-time in Southwest Florida to conduct project related business (if requested by the Authority), and to be given the authority to contractually bind the Respondent orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Authority. The Project Manager must be available on demand throughout the term of the professional services agreement.
  - Provide the office location where the Project Manager is currently working
  - Education including degrees (list institutions) and certifications (i.e. PE, AICP, AIA, MAE)
  - Provide the total number of years of experience by the Project Manager
  - Provide the number of years the Project Manager has been employed by this firm
  - Provide the number of years Project Manager has been employed and working in Florida
- Firm - Offices and Employees – Please provide:
  - Total number of employees

- Address and phone number of corporate headquarters
  - Number of offices in Florida
  - Locations and current staffing number for each office in Florida
  - Locations and current staffing number of other offices in the US
- Key Support Staff – Key personnel (maximum of 3) currently employed by the Respondent that will be also be assigned to this contract supporting the PM as needed, please provide:
  - Name
    - Education including degrees (list institutions) and certificates (i.e., PE, AICP, AIA, AAAE)
    - Current office location
    - Number of years employed by Respondent
    - Number of years working in Southwest Florida (whether for this firm or another firm)
    - For each Key Support Staff member, identify one (1) contract similar to the contract that may be entered into pursuant to this Request for Letters of Qualifications that best demonstrates similar experience, the depth of the firm and the support to be offered to the PM

#### **SECTION 4 – PROJECT MANAGER (NOT TO EXCEED 3 PAGES)**

Provide a listing of contracts/projects, during which the PM has worked extensively that **best** demonstrates the PM's experience managing and participating:

- On similar contracts/projects in Florida
- On similar contracts/projects at other US airports (demonstrating the PM's ability to work within an airport environment)
- Other relevant qualifications and experience

For each item listed, the following information should be provided:

- Project/Contract Name
- Brief project/contract description
- Role/Responsibility of PM on the project
- Total project/contract cost
- Was the PM a prime or sub-consultant? Please clearly notate. If sub-consultant, please list the name of the prime firm
- Project start and completion dates

#### **SECTION 5 – RESPONDENT (FIRM) EXPERIENCE (NOT TO EXCEED 2 PAGES)**

In addition to the experience of the PM (either currently working for the Respondent or another firm), please identify additional experience offered by the Respondent. Provide a listing of projects the Respondent has worked on extensively that **best** demonstrates experience managing and participating:

- On similar contracts/projects in Florida
- On similar contracts/projects at other US airports (demonstrating the Firm's ability to work within an airport environment)
- Other relevant qualifications and experience

For each contract/project listed above, the following information should be provided:

- Contract/Project Name
- Brief description
- Total contract/project cost
- Was the firm a prime or sub-consultant? If a sub-consultant, list the name of the prime firm
- Contract/Project start and completion dates

#### **SECTION 6 – DBE AND W/MBE PARTICIPATION, PAST PERFORMANCE ON OTHER PROJECTS AND PROPOSED APPROACH**

Submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance of contracts under this agreement and explain the proposed approach.

Demonstrate previous experience in achieving successful DBE and W/MBE participation on other contracts, including historical percentages of contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Each Respondent should demonstrate that it has a strong history of DBE or W/MBE participation, that it takes minority and disadvantaged businesses participation seriously, and that it commits to working with the Authority on achieving satisfactory DBE and W/MBE contracting opportunities if awarded an agreement.

The Authority monitors business minority participation in all capital improvement contracts through the web based B2Gnow Airport Diversity Management System. The system allows consultants and contractors to report all payments made to their sub consultants and subcontractors. If your firm has experience with B2GNow or a similar diversity and inclusion management system, please explain your level of familiarity and use of these types of systems.

#### **SECTION 7 – REFERENCES FOR PROJECT MANAGER & FIRM**

Complete **Form 2** and **Form 3** with the following information:

**FORM 2 – PROJECT MANAGER REFERENCES:** Provide references from at least two (2) firms with whom Respondent has had previous similar contracts/projects to those required hereunder and which were led by the person identified as the Project Manager in the Respondent's LOQ who served as Project Manager for the reference. References must best exemplify the abilities of the Project Manager that is proposed for this project.

- For each reference project:
  - 1) Provide the Project Name and location.
  - 2) Provide the year the Project Manager worked on the contract or project.
  - 3) Provide the name of the firm which employed the Project Manager during the project.
  - 4) Provide a reference for each project including name, position held during the contract or



project, current title and employment, and current telephone number and email address. The reference contact must be a key person under whom the project work was performed or who was directly involved with the administration/supervision of all work. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submission of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Respondent's LOQ response.

**FORM 3 - FIRM REFERENCES:** Provide a listing of two (2) previous contracts or projects that the Respondent served a major role in completing that best exemplifies the Respondent's abilities to successfully serve the Authority.

- For each reference:
  - 1) Provide the Project Name and location.
  - 2) Provide the year the firm worked on the project.
  - 3) Provide the name of the entity/organization which employed the firm during the project.
  - 4) Provide a reference for each project including name, position held during the contract, current title and employment, and current telephone number and email address. The reference contact must be a key person under whom the contract or project work was performed or who was directly involved with the administration/supervision of the project. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submission of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's LOQ response.

### **SECTION 8 – DEMONSTRATED UNDERSTANDING OF THE PROJECT/CONTRACT AND PROPOSED APPROACH**

Importance will be placed on the Respondent's approach to the design, permitting, and construction phase services for the project. Understanding of the project's uniqueness should be elaborated upon.

Respondents are requested to provide a discussion (2 to 3 pages in length) on the following information to assist the Authority in reviewing responses to this Request for Letters of Qualifications.

Describe in detail your approach to the design, permitting, and construction phase services for the project, drawing on previous experience with similar projects, which includes the most critical steps that will be needed for its successful completion.

### **SECTION 9 - CURRENT WORKLOAD WITH LCPA**

The Authority desires to equitably distribute available airport work among qualified firms when possible and to offer opportunities for Respondents to gain airport experience which, in turn, affords the Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of firms currently under contract with the Authority will be considered (10%).

### **SECTION 10 – CONFLICT OF INTEREST/BUSINESS ETHICS (Not to exceed 1 page)**

Respondents must disclose any circumstance where the conduct of the Respondent is being investigated or has been investigated in the past three (3) years by any governmental, administrative, or law enforcement entity or administrative body. If your firm is not being

investigated, this fact should be stated.

Furthermore, Respondents must disclose all lawsuits or litigation to which it is a party (e.g., plaintiff or defendant) in any jurisdiction within the past ten (10) years from the date of proposal opening. This disclosure should include the style/name of each lawsuit/litigation matter, name(s) of the parties, case number and court where the lawsuit was filed and is pending. If the case has been resolved or otherwise closed, state this as well. If Respondent has not been investigated, or had any history of litigation this fact should be stated.

The Authority desires to avoid any real or perceived conflicts of interest between the selected Respondent's professional duties and obligations to the Authority and to any third party client during the term of the agreement. Therefore, as part of the final negotiated agreement, the selected Respondent may be prohibited from performing any work for any third party related to development on RSW or Page Field, and may be prohibited from performing any work related to any property directly abutting an RSW or Page Field boundary, or the boundaries of the Authority Mitigation Lands, or located within an RSW or Page Field Runway Protection zone, or within the RSW Noise Overlay Zone.

In responding to this LOQ, all Respondents acknowledge that any services performed for a third party that have the potential to be a real or perceived conflict may be in violation of the agreement with the Authority and cause for termination.

Respondents must identify and disclose any airline, other aviation-related clients and any of the clients with an interest in real property development in the general proximity of RSW, Page Field or the boundaries of the Authority Mitigation Lands, to whom the firm is currently providing services, or expects to provide services during the term of this PSA, and the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Letters of Qualifications. If no conflicts exist, this fact should be stated.

#### **SECTION 11 – REQUESTED FORMS/CERTIFICATIONS/LICENSES**

The following forms must be included in Section 11 of the submittal:

- **FORM 4: RESPONDENT'S CERTIFICATION (1 page)**
  - Each Respondent must complete, sign, and notarize Form 4
- **FORM 5: LOBBYING AFFIDAVIT (1 page)**
  - Each Respondent must complete, sign, and notarize Form 5. Each Joint Venture Partner must individually complete, sign, and notarize Form 5.
- **FORM 6: PUBLIC ENTITY CRIMES FORM (1 page)**
  - Each Respondent must complete, sign, and notarize Form 6
- **FORM 7: SCRUTINIZED COMPANIES CERTIFICATION (1 page)**
  - Each Respondent must complete, sign, and notarize Form 7
- **FORM 8: FOREIGN ENTITIES OF CONCERN CERTIFICATION (1 page)**
  - Each Respondent must complete, sign, and notarize Form 8
- **APPLICABLE LICENSES AND CERTIFICATES**
  - Each Respondent should provide a copy of all licensing and/or certificates required to perform the proposed services
- **CURRENT INSURANCE CERTIFICATE OR PROOF OF INSURABILITY (1 page)**

- o Each Respondent should provide a copy of its current certificate of insurance or a statement from the Respondent's insurance company to verify the ability to obtain the insurance coverage in the limits stated in Part F. Images may be reduced to meet the page limit requirement.

## **SECTION 12 – TRADE SECRETS**

In accordance with Part A., A.20, identify any trade secret being claimed. **Designation of an entire proposal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal will not be evaluated or considered.**

The Proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret.

Additionally, in this section the Proposer must provide a copy of its proposal that redacts all information designated as trade secret, subject to Authority review and approval.

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The Authority reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

**END OF PART C**

## PART D

### EVALUATION OF LOQS

#### D.01 LOQ EVALUATION

A. Evaluations of LOQ's are thorough and require multiple phases of review. In summary, the phases are:

- Phase I - Evaluation Committee: reviews responsive submittals and recommends an order of preference of the Respondents it deems most qualified to perform the services.
- Phase II - Airports Special Management Committee (ASMC): reviews responsive submittals and the summary provided by the Evaluation Committee and determines a short list.

Based on its review, the ASMC may proceed to recommend a final ranking of Respondents to the Board of Port Commissioners, or may require additional information and/or presentations from Respondents to determine a recommendation of final ranking for Board of Port Commissioner consideration.

- Phase III: Board of Port Commissioners: Consider the recommendation made by the ASMC for the final ranking of Respondents and provide authorization to begin negotiations with the top ranked Respondent.

#### B. Detailed Information about the Evaluation Process.

The Authority's Staff Evaluation Committee will meet to review the submittals at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive submittals, the Staff Evaluation Committee will forward them to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the ASMC that includes a suggested order of preference of the submittals the Staff Evaluation Committee finds most qualified to perform the requested services.

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot shortlist the submissions. In accordance with this Request for Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Procurement Policies, the selection process, including potential short-listing of firms, oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting submissions. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it will set the date, place, and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning. ***During the oral presentations, the Project Manager listed in the LOQ must be the principal speaker.***

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection will be based on its review and evaluation of letters of qualified firms at its initial public meeting.

The Executive Director, or his or her authorized designee, the Authority staff, and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration will be given to certified Disadvantaged Business Enterprise Minority Business

Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

At the conclusion of its evaluation, the ASMC will establish at a public meeting, by consensus, a list of at least three (3) firms deemed most qualified and capable to perform the required services. The ASMC will report its recommendations and order of preference to the Board of Port Commissioners.

Should the ASMC determine from its evaluations that there are less than three (3) qualified firms submitting LOQ's, it will provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the ASMC, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems qualified and capable to perform the required services, and authorize Authority staff to enter negotiations with the top ranked firm(s).

Award of any resulting agreement is subject to the approval of the ASMC and the Board of Port Commissioners. The ASMC and the Board of Port Commissioners have the sole right to award multiple contracts under this solicitation and assign work based on Board endorsed policies.

The Staff Evaluation Committee, the ASMC and/or the Board of Port Commissioners reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original LOQ. Additionally, the Authority reserves the right to waive any informalities or irregularities in any LOQ and to reject any and/or all LOQ's in its sole discretion.

#### **D.02 REVIEW OF LOQS**

The Staff Evaluation Committee will determine from its review and subsequent investigation as necessary, the Respondent(s) with the submittal that best meets the Authority's requirements. In its review, the Staff Evaluation Committee may take some or all of the following actions:

- 1) Review all submittals pursuant to the evaluation factors stated herein;
- 2) List Respondents in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend an order of preference of qualified Respondents to the ASMC and Board of Port Commissioners;
- 4) Receive written clarification of a submission.

#### **D.03 TENTATIVE SOLICITATION SCHEDULE**

The following tentative schedule is provided as a general guide for this solicitation.

The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meeting are posted at [www.flylcpa.com/leganotices/](http://www.flylcpa.com/leganotices/). Please refer to the website for schedule information.

|            |                                       |
|------------|---------------------------------------|
| 06/11/2024 | Pre-Submittal Meeting                 |
| 06/18/2024 | Deadline for Questions/Clarifications |
| 07/2/2024  | LOQ Receiving Due Date and Time       |



|            |                                                                                        |
|------------|----------------------------------------------------------------------------------------|
| 07/15/2024 | Staff Evaluation Committee Meeting                                                     |
| 08/20/2024 | Airports Special Management Committee (ASMC) Meeting                                   |
| 08/20/2024 | Oral Presentations (ASMC), if required                                                 |
| 09/05/2024 | Board of Port Commissioners - Review of Recommendations & Approval of Vendor Selection |
| 10/15/2024 | ASMC Contract Review/Approval                                                          |
| 11/07/2024 | Board of Port Commissioners Contract Review/Approval                                   |

**END OF PART D**

**PART E**  
**NEGOTIATION OF THE AGREEMENT**

**E.01 GENERAL**

The successful Respondent's submission will serve as the basis for negotiating an Agreement. Upon submission, all LOQ's become the property of the Authority which will have the right to use any or all ideas presented in any LOQ made in response to this Request for Letters of Qualifications, whether the submittal is accepted or not.

**E.02 NEGOTIATION**

The ASMC will make recommendation(s) to the Board of Port Commissioners of those Respondents it determines are best qualified to perform the requested services and with which the Authority should enter into negotiations, if any. Upon Board approval of the recommendation(s), the successful Respondent(s) will be invited to enter into negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

**E.03 AGREEMENT**

The Respondent(s) selected to perform services under this solicitation will enter into an agreement containing terms applicable to all services provided.

**E.04 AWARD**

Award of any resulting agreement is subject to the recommendation of the ASMC and approval by the Board of Port Commissioners.

**END OF PART E**

## PART F INSURANCE, INDEMNIFICATION, and BOND REQUIREMENTS

**Insurance Requirements (Types and Limits).** Respondents should furnish proof of insurance or a written statement of assurance of its ability to meet the insurance requirements. No agreement will be approved or entered into pursuant to this Request for Letter of Qualifications until all insurance coverage(s) indicated herein have been obtained by the successful Respondent (hereafter Consultant).

| Insurance / Bond Type                                             | Required Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Automobile Liability:         | Coverage must be afforded under a per occurrence policy including coverage for owned, hired and non-owned vehicles.<br><br>Airside; the combined single limit will be <u>\$5,000,000</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input checked="" type="checkbox"/> Commercial General Liability: | Coverage shall be afforded under a per occurrence policy form.<br><u>\$5,000,000</u> Single Limit per Occurrence;<br><u>\$5,000,000</u> General Aggregate<br><u>\$5,000,000</u> Products/Completed Operations Aggregate<br><u>\$1,000,000</u> Personal and Advertising Injury Liability                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> Employer's Liability:         | \$1,000,000 Each accident<br>\$1,000,000 Disease each employee<br>\$1,000,000 Disease Policy Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> Worker's Compensation:        | Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input checked="" type="checkbox"/> Pollution Legal Liability     | Pollution Legal Liability Insurance shall be maintained by Consultant - providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least \$2,000,000 each occurrence and \$4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of the agreement, and including coverage for:<br><br>(a) third-party claims for on & off-site bodily injury and property damage; and<br><br>(b) claims resulting in bodily injury, property damage or cleanup costs. |
| <input checked="" type="checkbox"/> Professional Liability        | Professional Liability and/or Errors and Omissions (E&O). Coverage must be maintained by Consultant, insuring its legal liability arising out of the performance of the professional services under this Agreement. Such insurance with limits of at least \$2,000,000 each occurrence and \$4,000,000 annual aggregate.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> Cyber Liability                          | Consultant must maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) with                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Insurance / Bond Type                                        | Required Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              | limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter for services completed during the term of the agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> Other Insurance Required | <div data-bbox="613 403 849 436"><input type="checkbox"/> Liquor Liability</div> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate.</p> <div data-bbox="613 541 990 575"><input type="checkbox"/> Garage Keeper's Liability</div> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <div data-bbox="613 806 860 840"><input type="checkbox"/> Aircraft Liability</div> <p>Coverage must be carried in limits of not less than \$5,000,000 each occurrence.</p> <div data-bbox="613 945 995 978"><input type="checkbox"/> Warehouse Legal Liability</div> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate.</p> <div data-bbox="613 1087 1206 1121"><input type="checkbox"/> Motor Truck Cargo Policy - per agreement</div> <div data-bbox="613 1125 1125 1159"><input type="checkbox"/> Property Insurance - per agreement</div> |

Reviewed/Approved by Risk Manager: TJD

### **Consultant's Insurance Requirements**

All Respondents should furnish proof of acceptable insurance. A copy of the Respondent's current insurance certificate or a statement from the Respondent's insurance company verifying ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ.

No agreement will be approved or entered into pursuant to this Request for Letters of Qualifications until all insurance coverage(s) indicated herein have been obtained. The cost for obtaining insurance coverage is the sole responsibility of the Consultant. The Consultant must obtain and submit to the Procurement Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the minimum amounts of insurance on a standard ACORD form. The insurance provided will include coverage for all parties employed by the Consultant. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the Agreement.

### **Additional Insured**

Lee County Port Authority must be named as an additional insured on all policies except for workers' compensation. The policy must be endorsed to include the following language "Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability

arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such work or operations.”

### **Acceptability of Insurers**

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

### **Waiver of Subrogation**

Insurance will be primary and noncontributory and will include a Waiver of Subrogation by both the Consultant and its insurers in favor of the Authority on all policies including general liability, auto liability and the workers’ compensation policy, as well as any umbrella or excess policy coverage.

### **Certificate of Insurance**

Prior to the execution of an Agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, the Consultant will furnish the Authority with a certificate of insurance using an ACORD form and containing the LOQ number with Lee County Port Authority named as an additional insured on the coverages set forth above. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. **Please send the certificate of insurance with Lee County Port Authority as certificate holder to [riskmanagement@flylcpa.com](mailto:riskmanagement@flylcpa.com).**

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. A waiver of subrogation in favor of the Authority will also be required.

### **Policy on Request**

If requested in writing by the Authority, the Consultant will provide the Authority with a certified copy of all applicable insurance policies.

### **Change in Coverage**

The Consultant is required to provide a minimum of thirty (30) days written notice to the Authority’s Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL, 33913. If the Consultant fails to provide the requisite notice, the Authority may terminate any agreement(s) with the Consultant.

### **Subcontractor’s Requirement**

The Consultant must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

### **Sovereign Immunity**

The Consultant understands and agrees that by entering an Agreement with the Authority, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.



### **Indemnification, General Liability & Patent or Copyright**

The Consultant will indemnify and hold harmless Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Consultant, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this LOQ.

The Consultant represents that it knows of no allegations, claims, or threatened claims that the services, materials, or information that it proposes to be provided to the Authority under this LOQ infringe any patent, copyright, or other proprietary right. The Consultant will indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives of, from and against all losses, claims, damages, liabilities, costs, expenses, and amounts arising out of or in connection with an assertion that any Respondent's services, materials or information to be provided or the use therefore, infringe any patent, copyright or other proprietary right of any third party.

The Consultant's obligations to indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents, and other representatives, as stated in this section, will apply and extend to the performance of any services by Consultant to the Authority as contained in the Consultant's proposal and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

### **Proposal (LOQ) Guaranty and Bond Requirements**

The following bonds and performance and payment guarantees are required if checked:

- ☐ **If checked.** Respondents must submit a proposal bond, certified check, or cashier's check payable to Lee County Port Authority Board of Port Commissioners with the LOQ and in a dollar amount of **\$00,000.00**. **Failure to submit a proposal bond, certified check or cashier's check will cause the Respondent's LOQ to be non-responsive.**

Respondents are instructed to upload the proposal bond, certified check or cashier's check in IonWave to accompany their electronic submission and then deliver the original, signed and sealed bond or check within five (5) business days from the submission date. Security in the form of a cashier's check must be an original document. Respondents should plan in advance to ensure timely delivery of the original bond or check to **Lee County Port Authority Procurement Office, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913**. Clearly indicate company name, LOQ number, and title and state "PROPOSAL (LOQ) GUARANTY" on the outside of the envelope.

Once a potential Consultant is identified, the potential Consultant must deliver its certificate of insurance and performance bonds for Authority approval within ten days from the date of issuance of the notice of intent to award and prior to award of the Agreement by the Authority. Potential Consultant will forfeit the entire Proposal (LOQ) Guaranty for failure to provide the required certificates of insurance and performance bonds with surety(ies) acceptable to the Authority and enter into the Agreement with the Authority. In the event of forfeiture of the Proposal (LOQ) Guaranty, the recommended Respondent will have no claim of any kind, including any right of recovery of costs against the Authority.

Certified checks and cashier's checks posted as the Proposal (LOQ) Guaranty will be returned to those Respondents who are not selected by the Authority.

- ☐ **Performance Guarantee:** *If checked*, a performance bond, irrevocable letter of credit, or security deposit in the amount of \$000,000.00 must be presented by the Consultant to the Authority in the form of a performance bond, certified check or cashier's check made payable to the Authority, presented within ten (10) days of the date of issuance by the Authority of the written notice of intent to award and prior to award of the Agreement. The performance guarantee must be in form and substance, and issued by a surety that is acceptable to the Authority.

The purpose of the performance guarantee is to serve as a guarantee for the full and faithful performance by the awarded Consultant of all terms, covenants, and conditions of the Agreement for the entire term of the Agreement, including any renewal or extension periods.

In lieu of a performance bond, certified check or cashier's check provided as performance guarantee, Provider may submit an irrevocable letter of credit in favor of the Authority, in an amount equal to 100% of the total amount of the contract value guaranteeing full and satisfactory performance for the entire term of the Agreement, including any renewal or extension periods.

Failure to maintain the performance guarantee throughout the duration of the Agreement is cause for termination of the Agreement.

If the Consultant is a newly formed entity, and the Authority must rely on the financial capacity of an affiliated company, e.g., Parent Corporation, in determining Proposer's financial ability to perform, the affiliated company must execute a Performance Guarantee for the successful Respondent to be considered for award of the LOQ.

- ☐ **Payment Guarantee:** *If checked*, a payment guarantee in the amount of \$,000,000.00 100% of the total amount of the agreement must be presented by the Provider to the Authority within ten (10) days of notice of intent to award and prior to award of the Agreement.

The purpose of the payment guarantee is to guarantee the Provider will promptly make payment to all suppliers and subcontractors furnishing the Provider labor, materials, supplies and services in connection with the requirements of the Agreement during the term of the Agreement, including renewal or extension periods.

The payment guarantee must be in the form of a payment bond in form and substance issued by a surety acceptable to the Authority guaranteeing full and satisfactory performance for the entire term of the Agreement, including any renewal periods. Failure to maintain the payment guarantee is cause for termination of the Agreement.

- ☐ **Fidelity Bond:** *If checked*, a third party commercial fidelity bond for employee dishonesty on a blanket basis with a minimum limit of \$200,000.00 must be presented by Provider to the Authority within ten (10) days of notice of intent to award and prior to award of the Agreement. The bond must be endorsed to cover third party liability including a third party beneficiary in favor of the Authority, its officers, employees and agents. Coverage will be on a primary basis. Alternatively, Provider may furnish comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits of not less than \$1,000,000 per occurrence.

### **Bond Provisions**

To be acceptable to the Authority, a Surety must comply with the following minimum provisions:

- a. Sureties must be authorized to do business in Florida

- b. Attorneys-in-Fact who sign proposal (LOQ) bonds or payment and performance bonds must file a certified copy of their Power of Attorney to sign the bond
- c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.
- d. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties rated through A.M. Best must be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company. Further, surety must have fulfilled all of its obligations on all other bonds previously given to Lee County Port Authority or Lee County, Florida."

**END OF PART F**

**FORM 1: PROJECT MANAGER, FIRM, AND KEY SUPPORT STAFF**

**1.1 Project Manager (PM):**

- a. PM Name: \_\_\_\_\_
- b. Current PM Office Location (address & telephone #): \_\_\_\_\_  
\_\_\_\_\_
- c. PM Education: \_\_\_\_\_  
\_\_\_\_\_
- d. PM Years of Experience:
- ☐ Total \_\_\_\_\_ years    With this firm \_\_\_\_\_ years    Working in SW Florida \_\_\_\_\_ years

**1.2 Firm**

- a. Total Number of Employees: \_\_\_\_\_
- b. Corporate Headquarters (address & telephone #): \_\_\_\_\_  
\_\_\_\_\_
- c. Number of Offices in Florida: \_\_\_\_\_
- d. Locations and Staffing Levels of Offices in Florida:
- |                                          |                       |
|------------------------------------------|-----------------------|
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
- e. Locations and Staffing Levels of Other Offices in the US:
- |                                          |                       |
|------------------------------------------|-----------------------|
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |
| <input type="checkbox"/> Location: _____ | # of Employees: _____ |

**1.3 Key Support Staff:**

- ☐ Name: \_\_\_\_\_
- Education: \_\_\_\_\_
  - Current Office Location: \_\_\_\_\_

- Years With This Firm: \_\_\_\_\_ years
- Years Working in Florida: \_\_\_\_\_ years
- Experience on a Similar Project/Contract:
  - Project/Contract Name: \_\_\_\_\_
  - Project/Contract Location: \_\_\_\_\_
  - Title/Role During Project/Contract: \_\_\_\_\_

☐ Name: \_\_\_\_\_

- Education: \_\_\_\_\_
- Current Office Location: \_\_\_\_\_
- Years With This Firm: \_\_\_\_\_ years
- Years Working in Florida: \_\_\_\_\_ years
- Experience on a Similar Project/Contract:
  - Project/Contract Name: \_\_\_\_\_
  - Project/Contract Location: \_\_\_\_\_
  - Title/Role During Project/Contract: \_\_\_\_\_

☐ Name: \_\_\_\_\_

- Education: \_\_\_\_\_
- Current Office Location: \_\_\_\_\_
- Years With This Firm: \_\_\_\_\_ years
- Years Working in Florida: \_\_\_\_\_ years
- Experience on a Similar Project/Contract:
  - Project/Contract Name: \_\_\_\_\_
  - Project/Contract Location: \_\_\_\_\_
  - Title/Role During Project/Contract: \_\_\_\_\_



## **INSTRUCTIONS FOR FORM 2: PROJECT MANAGER REFERENCES**

Respondents are required to provide this reference request form to a minimum of two (2) firms with whom they have recently completed a similar project. The Authority requires two (2) references for the proposed Project Manager.

**DO NOT use current Lee County Port Authority employees as references.**

**REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S LETTER OF QUALIFICATIONS PACKAGE.** The firm providing the reference will return this form directly to the Procurement Agent listed on the Form 2 via e-mail.

It is the Respondent's responsibility to confirm directly with the requested references that Form 2 has been submitted in a timely manner.

**DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

### **Respondent will complete**

Section 1 – Project Manager Information

### **Referring entity (your reference) is required to complete**

Section 2 – Reference Information

Section 3 – Project Manager Reference Questions - additional pages may be used if needed.

**Once complete, the entity providing the reference shall email Form 2 to the Procurement Agent indicated on the form.**

References should not be returned by the Respondent.

At least two (2) reference responses are required.

**Failure to have references emailed directly to the Lee County Port Authority Procurement Agent listed on the top of Form 2, on or before the due date set for receipt of submittals, may cause your firm to be considered non-responsive.**

[Remainder of page intentionally left blank]

## FORM 2 – PROJECT MANAGER REFERENCE CHECK

(Please Print Legibly)

|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>PROJECT MANAGER REQUESTING REFERENCE</b>                                                                                 | <b>Section 1</b>                                                                                   | <b>Project Manager Information<br/>(To be filled out by LOQ Respondent)</b>   | <b>Please complete and return to:</b>                    |
|                                                                                                                             | Project Manager Name:                                                                              |                                                                               | Procurement Agent:<br><u>Matthew Catoe</u>               |
|                                                                                                                             | Firm Name:                                                                                         |                                                                               | <b>Due Date: <u>July 02, 2024</u></b>                    |
|                                                                                                                             | Project/Contract Name:                                                                             |                                                                               | Total # Pages: _____                                     |
|                                                                                                                             | Phone:                                                                                             |                                                                               | Phone: 239-590-4565<br>Email: <u>mscatoe@flylcpa.com</u> |
| You or your firm has been provided as a reference for the Project Manager listed above.<br>Please complete Sections 2 and 3 |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | <b>Section 2</b>                                                                                   | <b>Reference Information (To be filled out by person providing reference)</b> |                                                          |
|                                                                                                                             | Person Providing Reference:                                                                        |                                                                               |                                                          |
|                                                                                                                             | Firm Name:                                                                                         |                                                                               |                                                          |
|                                                                                                                             | Title:                                                                                             |                                                                               |                                                          |
|                                                                                                                             | Phone:                                                                                             |                                                                               |                                                          |
|                                                                                                                             | <b>Section 3</b>                                                                                   | <b>***** PROJECT MANAGER REFERENCE QUESTIONS*****</b>                         |                                                          |
|                                                                                                                             | 1. What was your job title and role during the referenced project?                                 |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 2. Describe the services provided by the Project Manager.                                          |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 3. Was the Project Manager effective in leading the entire project team including sub consultants? |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 4. How responsive and responsible was the Project Manager on this project?                         |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 5. Was the project completed on time and under budget?                                             |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 6. How quickly did the Project Manager respond to questions from the Owner regarding the project?  |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 7. How was the relationship between the Project Manager and other members of the project team?     |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 8. In your opinion, what was a strength exhibited by the Project Manager during this project?      |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 9. Was the Project Manager proactive in resolving issues?                                          |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 10. Would you hire this Project Manager again for one of your projects?                            |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |
|                                                                                                                             | 11. Additional comments or feedback.                                                               |                                                                               |                                                          |
|                                                                                                                             |                                                                                                    |                                                                               |                                                          |

## **INSTRUCTIONS FOR FORM 3: FIRM REFERENCES**

Respondents are required to provide this reference request form to an entity with whom it has recently completed a similar project. The Authority requires two (2) references that demonstrate Respondent's performance on a recent, relevant and similar project.

**DO NOT use current Lee County Port Authority employees as references.**

**REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S Letter of Qualification package (LOQ) electronic submission.** The firm providing the reference about the respondent will return this form directly to the Procurement Agent listed on Form 3 via email.

It is the Respondent's responsibility to confirm directly with the requested references that Form 3 has been submitted in a timely manner.

**DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

### **Respondent will complete**

Section 1 – Firm Reference Information

### **Referring entity (your reference) is required to complete**

Section 2 – Reference Information

Section 3 – Firm Reference Questions - additional pages may be used if needed.

**Once complete, the entity providing the reference shall email Form 3 to the Procurement Agent indicated on the form.**

### **References should not be returned by the Respondent.**

At least two (2) references are required.

**Failure to have references emailed directly to the Lee County Port Authority Procurement Agent listed on the top of Form 3, on or before the due date set for receipt of submittals, may cause your firm to be considered non responsive.**

## FORM 3 - FIRM REFERENCE CHECK

(Please Print Legibly)

|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FIRM REQUESTING REFERENCE                                                                                                             | <b>Section 1</b>                                                                                  | <b>Firm Reference Information</b><br>(To be filled out by LOQ Respondent)     | <b>Please complete and return to:</b>                                                                                                                                                   |
|                                                                                                                                       | Firm Name:                                                                                        |                                                                               | Procurement Agent:<br><u>Matthew Catoe</u><br><br><b>Due Date: <u>July 02, 2024</u></b><br><br>Total # Pages: _____<br><br>Phone: 239-590-4565<br><br>Email: <u>mscatoe@flylcpa.com</u> |
|                                                                                                                                       | Project/Contract Name:                                                                            |                                                                               |                                                                                                                                                                                         |
| You or your firm has been requested to provide a reference for the firm and project listed above.<br>Please complete Sections 2 and 3 |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | <b>Section 2</b>                                                                                  | <b>Reference Information</b> (To be filled out by person providing reference) |                                                                                                                                                                                         |
|                                                                                                                                       | Name & Title:                                                                                     |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | Company:                                                                                          |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | Email:                                                                                            |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | Phone:                                                                                            |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | <b>Section 3</b>                                                                                  | <b>FIRM REFERENCE QUESTIONS</b>                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 1. What was your job title and role during the referenced project/contract?                       |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 2. Describe the services provided by the firm.                                                    |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 3. How responsive was the firm in providing necessary resources to the Project Manager?           |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 4. How was the relationship between this firm and sub consultants and other project team members? |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 5. Was the project completed on time and under budget?                                            |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 6. How quickly did the firm respond to questions from the Owner regarding the project?            |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 7. In your opinion, what was a strength exhibited by the firm?                                    |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 8. Was the firm proactive in resolving issues?                                                    |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 9. Was the firm accountable for project mistakes that were brought to their attention?            |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 10. Would you hire this firm again?                                                               |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       | 11. Additional comments or feedback.                                                              |                                                                               |                                                                                                                                                                                         |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                                         |

#### **FORM 4: RESPONDENT'S CERTIFICATION**

As an authorized representative of the Proposer, I certify that I have carefully examined the Request for Letters of Qualifications (LOQ), which includes scope, requirements for submission, general information and information concerning the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

|            |  |       |  |            |  |       |  |
|------------|--|-------|--|------------|--|-------|--|
| Addendum # |  | Date: |  | Addendum # |  | Date: |  |
|------------|--|-------|--|------------|--|-------|--|

I hereby propose to provide the services requested in this Request for Letters of Qualifications. I agree that the Authority terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the LOQ and agree to abide by all conditions of this document.

I certify that all information contained in my submission is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit these qualifications on behalf of the Respondent as its agent and that the Respondent is ready, willing and able to perform if awarded a contract, and the undersigned executed this Certification with full knowledge and understanding of the details therein contained and was duly authorized to do so.

I certify that I attended the pre-submittal meeting, if mandated, and I fully understand the requirements. I further certify, under oath, that this submission of qualifications is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting qualifications for the same product or service; no officer, employee or agent of the Port Authority or of any other company who is interested in said submitted qualifications; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If trade secrets are claimed, I provide full consent to the Authority to provide the unredacted submission of qualifications to the Authority, its officials, employees, agents and representatives responsible for evaluating my submission to access, view, consider and discuss the information designated as trade secret.

I certify that the name and title of the authorized signatory, as completed below, is authorized to execute the Agreement resulting from this Request for Letters of Qualifications using electronic or digital signature. Further, I certify any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. And, by signing the Agreement resulting from this LOQ, if any, the authorized signatory adopts the electronic signature as his/her own and designates it for use as an official record by the Authority.

If required, a copy of the proposal (LOQ) bond is included with the submission of qualifications per Part F, Insurance, Indemnification and Bond Requirements.

|                                   |                                        |
|-----------------------------------|----------------------------------------|
| _____<br>NAME OF BUSINESS         | _____<br>MAILING ADDRESS               |
| _____<br>AUTHORIZED SIGNATURE     | _____<br>CITY, STATE & ZIP CODE        |
| _____<br>NAME, TITLE, TYPED       | _____<br>TELEPHONE NUMBER / FAX NUMBER |
| _____<br>FEDERAL IDENTIFICATION # | _____<br>EMAIL ADDRESS                 |



**FORM 5: LOBBYING AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of \_\_\_\_\_ (Respondent), maker of the attached LOQ and that neither the Respondent nor its agents have lobbied to obtain an award of the Agreement required by this Request for Letter of Qualifications from Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications.

The Respondent further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C., section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

\_\_\_\_\_  
AFFIANT

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ by means of physical presence or online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

My Commission Expires \_\_\_\_\_

[stamp or seal]

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Typed or printed name]

**NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL RESPONDENTS  
AND, IN THE CASE OF A JOINT VENTURE, FROM EACH JOINT VENTURE PARTNER**

**FORM 6: PUBLIC ENTITY CRIMES CERTIFICATION**

**SWORN STATEMENT**  
**PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES**

A person, affiliate, or corporation 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 to acquire 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 section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Respondent certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PROCUREMENT AGENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ by means of physical presence or online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

My Commission Expires \_\_\_\_\_

[stamp or seal]

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Typed or printed name]

**FORM 7: SCRUTINIZED COMPANIES CERTIFICATION**

Respondent hereby certifies under penalties of perjury as of the date of submission of its LOQ to provide goods and services to Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in section 287.135, Florida Statutes, is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in section 215.4725 (1)(a), Florida Statutes, that result in Respondent being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Letter of Qualifications.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PROCUREMENT OFFICE FOR LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING QUALIFICATIONS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ by means of ☐ physical presence or ☐ online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

My Commission Expires \_\_\_\_\_

[stamp or seal]

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Typed or printed name]

**FORM 8: FOREIGN ENTITIES OF CONCERN CERTIFICATION**

**AFFIDAVIT-COMPLIANCE WITH 287.138, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

Before me, the undersigned authority, personally appeared \_\_\_\_\_ (**Name of Affiant**) after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. Affiant is the (**Title**)\_\_\_\_\_ of (**Business Name**) \_\_\_\_\_ which does business in the State of Florida, hereinafter called the "Respondent."

2. Respondent, pursuant to Section 287.138, Florida Statutes, certifies that (1) Respondent is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Respondent, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Respondent is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.

3. This Affidavit is executed in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the Authority from entering into contracts with foreign entities of concern which would provide Respondent access to an individual's personal identifying information.

Signed and Delivered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

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

**Notary Public**

STATE OF \_\_\_\_\_;  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ by means of ☐ physical presence or ☐ online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

My Commission Expires \_\_\_\_\_

[stamp or seal]

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Typed or printed name]

**DRAFT**

**LEE COUNTY PORT AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
(Posted in IonWave)**