



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

REQUEST FOR BIDS (RFB) 24-0060LEB
for
CONCOURSE E PASSENGER BOARDING BRIDGES FOR RSW
TERMINAL EXPANSION PHASE II

RELEASED: MARCH 28, 2024

PROCUREMENT OFFICE CONTACT
Larene Brubaker, Procurement Agent
Telephone (239) 590-4614 • Email: lebrubaker@flylcpa.com

NON-MANDATORY PRE-BID MEETING
Thursday, April 11, 2024, at 2:00 p.m., local time

QUESTIONS/CLARIFICATION REQUEST DEADLINE
Wednesday May 01, 2024 · 5:00 p.m., local time

BIDS DUE IN IONWAVE
Wednesday, May 15, 2024, before 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.22 and B.02 for more information.**

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LEGAL NOTICE

Request for Bid 24-0060LEB CONCOURSE E PASSENGER BOARDING BRIDGES FOR RSW TERMINAL EXPANSION PHASE II

Lee County Port Authority ("Authority"), a political subdivision and special district of the State of Florida, invites all interested and qualified potential Bidders to submit bids pursuant to the referenced solicitation. Solicitation documents are available on Thursday March 28, 2024 online at <https://flylcpa.ionwave.net/>, powered by EUNA Solutions.

NON MANDATORY PRE-BID MEETING - is scheduled for **2:00 PM, local time on Thursday, April 11, 2024**. This meeting will be conducted in person at Lee County Port Authority located at Southwest Florida International Airport, 11000 Terminal Access Road, 3rd floor, Fort Myers, FL 33913 in the Wright Brothers Conference Room and remotely with Google Meets through this link: <https://meet.google.com/cdn-twsh-ccq> or by phone: (US) 1-319-435-9179 PIN: 312 711 727#

Potential Bidders are encouraged to attend the pre bid meeting. The purpose of this meeting is to discuss the requirements and objectives of this RFB. Attendees joining remotely must have the ability to communicate with the Authority at this meeting.

RECEIVING AND PUBLIC OPENING OF BIDS- Bids must be received electronically in Ionwave before **2:00 p.m., local time, Wednesday, May 15, 2024**. Lee County Port Authority will unseal the electronic submissions at the bid opening, which may be viewed or heard remotely through Google Meets by using this link: <https://meet.google.com/rde-etfx-djt> or by phone: (US) 1-513-480-5265 PIN: 998 905 753#

Hard copies, faxed bids, and electronic bids sent directly to the Authority will not be accepted. Bidders are responsible for taking all necessary steps to ensure that their bid is uploaded before the due date and time. The Authority is not responsible for technology and/or any other issues that cause the bid deadline to be missed.

NO LOBBYING - No prospective Bidder or representative of a Bidder will contact any Authority board member, Airports Special Management Committee (ASMC) member, or any 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. This prohibition applies to any individual listed in the Bidder's bid and any individual or agent representing the Bidder including, any third party acting on Bidder's behalf.

AMERICANS WITH DISABILITIES NOTICE - Lee County Port Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at any public meeting should contact the Procurement Office at least seven (7) days before the scheduled meeting.

DBE/WMBE - Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to submit a bid.

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

The Lee County Port Authority endeavors to maximize participation of State of Florida approved Disadvantaged Business Enterprises (DBEs) in their projects. Each Bidder should strive to meet or exceed



the established minimum percentage participation goal. The anticipated DBE goal under this project is twelve percent (12%).

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913-8899
www.flylcpa.com

PART A: INSTRUCTIONS FOR BIDDERS

Lee County Port Authority (Authority) invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida to compete to perform the services described in this Request for Bids (RFB). In order to receive consideration, Bidders must meet the minimum qualifications stated in Part B and comply with the Instructions for Bidders contained in Part A. The Authority specifically reserves the right to reject any or all bids, to waive technicalities, to make inquiries, and to request additional information from all Bidders, and to select the bid which is, in the Authority's sole discretion, judged to be in the best interest of the Authority.

Throughout this RFB, where reference is made to "Provider", it means the successful Bidder(s) entering into an agreement with the Authority as a result of this RFB.

A.01 ELECTRONIC SUBMISSION OF BIDS

The Authority is accepting electronic bids in IonWave, powered by EUNA Solutions at <https://flylcpa.ionwave.net/>. Submission of bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the responsibility of the Bidder to take all necessary steps to ensure its bid is received by the due date and time. The Authority Procurement Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of its bid prior to the bid opening time. Vendor Support is available by calling 866-277-2645. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted.

All electronic documents must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi.

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

A.02 RECEIVING AND PUBLIC OPENING OF ELECTRONIC BIDS

Bids submitted in response to this RFB will be electronically unsealed and read publicly after the time specified for receipt of bids stated in this RFB. The Authority reserves the right to extend this date and time for opening at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to view the opening of bids remotely through electronic means by using the link to the Google Meets that is provided on the Legal Notice page of this RFB.

A.03 QUESTION AND CLARIFICATION PERIOD

Each Bidder must examine all RFB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of them. Inquiries, suggestions or requests concerning interpretation, clarification or additional information regarding the RFB documents must be made in writing and submitted in IonWave under the "Questions" tab on or before the deadline for questions and clarification requests. All questions received and responses given will be provided in the form of a written addendum to this RFB. The Authority will not respond to inquiries received after the published deadline.

A.04 ADDENDA

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein.

All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms. Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others, and Bidders 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 Bidder, prior to submitting a bid, to review IonWave to determine if addenda to the RFB were issued and, if issued, to acknowledge and incorporate each addendum into Bidder's bid. All addenda will become part of the bid documents as if contained in the originally issued solicitation documents.

A.05 ACCESSING SOLICITATION DOCUMENTS

The Authority uses a third party provider, IonWave to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Vendor Support at 866-277-2645, or by registering at <https://flylcpa.ionwave.net/> or through the electronic link available at the Authority website www.flylcpa.com/procurement. **Companies must register with IonWave to participate in any Lee County Port Authority solicitation.**

A.06 PRE-BID MEETING

If applicable, a pre-bid meeting will be held on the date and time specified in the Legal Notice and/or on the cover page of this RFB, which will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is mandatory for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

The purpose of the pre-bid meeting is to discuss the requirements and objectives of this RFB, to answer any questions potential Bidders have about the RFB, and to answer any general questions about the Authority. At the pre-bid 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 RFB. All prospective Bidders are encouraged to obtain and review the RFB documents prior to the pre-bid meeting in order to be prepared to discuss questions or concerns about the requirements of the Authority.

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

A.07 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each Bidder before submitting a bid, to (a) examine the RFB documents thoroughly; (b) visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the work; (d) study and carefully correlate Bidder's observations with the RFB documents; and (e) notify the Authority of all conflicts, errors, or discrepancies in the RFB documents.

A.08 COST OF PREPARATION

The cost of preparing a bid in response to this RFB will be borne entirely by the Bidder.

**A.09 WITHDRAWAL OF BID**

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

Bids opened by the Authority that are made pursuant to this RFB are considered a binding offer to provide the items and/or perform the services described herein. The submission of a bid is taken as prima facie evidence that the Bidder has fully familiarized itself with the contents of this RFB.

A.10 AMERICANS WITH DISABILITIES ACT

The Authority does not discriminate against individuals with disabilities. Any person needing special accommodations to attend a bid opening or pre-bid meeting conducted on site should contact the designated Procurement Agent indicated on the cover page of this solicitation document at least five (5) days before the meeting.

A.11 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.12 GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with the nondiscrimination provisions stated above in A.11 as well as other pertinent statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.13 CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing will prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed by the Bidder. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority's bid form that is altered or detached, may be considered irregular.

Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.14 DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly various materials, supplies, and equipment that may be a part of any agreement resulting from this RFB.

A.15 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.16 PUBLIC RECORDS AND DISCLOSURE

Bids and related information and materials received by the Authority are public records under Florida law, and will be subject to public inspection upon the issuance of the Authority's notice of intended decision, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in section 119.07, Florida Statutes. If the Authority rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until the Authority provides notice of intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A bid is not exempt for longer than twelve months after the notice of rejection of all bids.

Pursuant to section 119.0701, Florida Statute, to the extent a successful Bidder is performing services on behalf of the Authority, the successful Bidder 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. The Bidder 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.
- 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 term of the Agreement and following completion of the Agreement if the successful Bidder does not transfer the records to the Authority.
- 4) Upon completion of the Agreement, 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 successful Bidder transfers all public records to the Authority at the completion of the Agreement, the successful Bidder must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Bidder 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.

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

A.17 TRADE SECRETS

As stated above, all documents, materials, and data submitted as a part of a response to this Request for Bids 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 bid is nonresponsive and therefore the bid will not be evaluated or considered.

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

The Authority does not believe that any of the information by this RFB constitutes a trade secret under Florida law. To the extent Bidder 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 bid must be segregated from the portions of the bid that are not declared as trade secrets. In addition, the Bidder 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, Bidder must provide a copy of its bid that redacts all information designated as trade secret. In conjunction with any trade secret designation, Bidder acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. See also A.09 above;
- 2) By submitting a bid, all Bidders grant the Authority, its officials, employees, agents, and representatives full rights to access, view, consider, and discuss the information designated as trade secret;
- 3) Any trade secrets provided by Bidder 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 Bidder's bid, the Bidder at its sole expense will be 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 Bidder that it has received a request to inspect or copy information that the Bidder has designated a trade secret, the Bidder will take action to respond to the request promptly, but no later than ten (10) calendar days from the date of notification by the Authority or Bidder will be deemed to have waived the trade secret designation of the materials.

Bidder 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 Bidder, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.18 TAX EXEMPT

The Authority is generally a tax-exempt entity subject to applicable provisions of Florida law regarding sales tax. The successful Bidder will be responsible for complying with the Florida sales and use tax laws as may apply. The amount(s) of compensation set forth in any agreement resulting from this RFB, or in any change orders authorized pursuant to the agreement, will be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.19 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgment, and in conformance with applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarification, require additional information and documentation from any Bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of the Agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. The Authority reserves the right to take such actions as it deems necessary and in its best interests.

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in its sole discretion, if Bidder 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; or if Bidder 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.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists 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 a bid or proposal under section 287.135, Florida Statutes.

A.21 NO LOBBYING

All Bidders 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 are not to be lobbied, either individually or collectively, regarding this RFB. After the issuance of this RFB, no Bidder or prospective Bidder is allowed to contact or communicate with or discuss any matter relating in any way to this RFB with any Authority officers, agents, or employees except for the designated Procurement Office contact. This prohibition includes, but is not limited to, 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 Board or Committee is considering approval of a proposed agreement or purchase order. This prohibition against lobbying ends upon final execution of the Agreement or purchase order or at the time the solicitation is canceled.

All Bidders and their subcontractors and any agents must submit individual affidavits with their bids 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 BIDDER OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS PROHIBITION WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION.

A.22 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and successful Bidders when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

LOCAL VENDOR PREFERENCE DOES NOT APPLY FOR THIS PROJECT

A.23 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid must file a written notice of intent to file a protest with the Procurement Office but not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.

Details regarding the bid protest policy are contained within the Lee County Port Authority Procurement Manual, which is available at www.flylcpa.com. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.24 FINANCIAL RESPONSIBILITY

During bid evaluation Bidders may, upon request, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Statements must be made in accordance with generally acceptable accounting practice and include an independent Certified Public Accountant (CPA) statement and be provided to the Authority within ten (10) calendar days from Authority's request.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.26 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 grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, must be satisfied. To the extent that they differ from those of the

Authority, the cost principles of the grantor will be used.

A.27 ESTIMATED QUANTITIES

If provided, estimated quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. Payment to the successful Bidder will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and as described in the Official Bid Form. .

A.28 NON-EXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.29 UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.30 FRONTLOADING OF BID PRICING PROHIBITED

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the work or otherwise creating an appearance of an undercapitalized Bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptively front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 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 bid on a contract to provide any goods or services to a public entity on a contract; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 following the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Bidders 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.32 BID EVALUATION

Upon evaluation of all bids received, a notice of intent to award may be made to the lowest, responsive, and responsible Bidder whose bid(s) serves the best interests of the Authority, in the Authority's sole judgment and discretion.

No award will be made until the Authority has concluded such investigations, as it deems necessary, to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accordance with any agreement resulting from this RFB and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this RFB. The Authority, at its sole discretion, may request clarification or additional information to determine a Bidder's responsibility or responsiveness.

The recommendation for award of the agreement will be forwarded to the Airports Special Management Committee for review, and then to the Authority Board of Port Commissioners for decision.

A.33 EXECUTION OF AGREEMENT

The successful Bidder will be required to execute and return a service provider or other suitable agreement in substantially the attached form, unless amended during the bid process, within ten (10) calendar days from issuance of the notice of intent to award the bid. Failure of the successful Bidder to execute the agreement within ten (10) calendar days from the date the notice of intent to award is announced will constitute legal grounds for cancellation of the award and forfeiture of the bid bond.

Successful Bidder acknowledges that electronic signatures are true and valid signatures for all purposes related to the Agreement and the successful Bidder agrees to be bound to the same extent as that of 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.

Upon receipt of the agreement properly executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed agreement to the Bidder will constitute the Authority's approval to be bound by the successful Bidder's bid and the terms and conditions of the agreement.

Until approval and final execution of the agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise, in the Authority's sole judgment and discretion.

A.34 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices must include purchase order number or agreement number, as applicable, and will be submitted electronically to rlpowers@flylcpa.com.**

A.35 E-VERIFY

In accordance with section 448.095(2), Florida Statutes, beginning January 1, 2021, the successful Bidder must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

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

As applicable, if the successful Bidder enters into an agreement with a subcontractor, the subcontractor must provide the successful Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful Bidder must maintain a copy of such affidavit for the duration of the agreement. If the successful Bidder develops a good faith belief that any subcontractor 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 successful Bidder must terminate the contract with the subcontractor. Failure to do so will result in termination of the agreement by the Authority.

If the Authority develops a good faith belief that the successful Bidder 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 for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized work by the immigration laws or the Attorney General of the United States) the Authority will terminate this agreement. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement by the Authority, under the above circumstances is not a breach of contract and may not be considered as such.

A.36 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.37 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 Bidder's social, political, or ideological interest when determining if the Bidder is a responsible Bidder. Further, the Authority will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF PART A

PART B: SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required and what is to be submitted in the Bidder's bid. Bidder's must properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS

Bidders are required to meet the following minimum qualifications in order to receive consideration of the submitted bid.

- Bidders contracting in a corporate capacity must be registered with the Florida Department of State Division of Corporations as a Florida corporation or other Florida-recognized legal business entity in good standing and authorized to conduct business in the State of Florida.
 - **No documentation of registration and status is required, as the Authority will verify with the Division of Corporations.**
- Bidder shall have a minimum of five (5) years of experience on commercial projects of similar size, scope and of equal difficulty.

B.02 AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- 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 Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Evidence that Bidder has a financial interest in the company of a competing Bidder.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.

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

B.03 BASIS OF AWARD

The award will be made to the responsive and responsible Bidder having the lowest total base bid.

The lowest, responsible Bidder means that Bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a Bidder must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible Bidder, the Bidder must have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

The Authority reserves the right to make such an investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information that the Authority deems

necessary to make this determination must be provided by the Bidder. Such information may include, but is not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

Upon request by the Authority one or more Bidders shall submit evidence of its integrity and reliability as well as the financial and technical capacity to perform the requirements of the Request for Bid and subsequent agreement.

- Documentation required will, at a minimum, consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that will be available for the work. For each of example of Bidder's past experience performing similar projects, include a reference with contact information, including name of the project, name and title of the project representative providing the reference along with email and phone information. Specify for each piece of owned equipment listed, the year and make. For all other equipment indicate if it will be leased or rented. For each key personnel, specify if the individual is a full or part time employee of the Bidder.
- A Bidder may submit evidence that they are prequalified with the Florida Department of Transportation State Highway Division and are on the current "Bidder's list". Evidence of Florida Department of Transportation State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified financial statements or reports and the past experience, equipment and personnel information specified above .

B.04 PUBLIC BID DISCLOSURE

Pursuant to the requirements of section 218.80(3), Florida Statutes, which requires the Authority to disclose each permit or fee which the successful Bidder will have to pay before or during construction and to include in such disclosure the dollar amount or the percentage method or the unit method of all permits or fees which may be required as a part of the contract. The Authority discloses the following permits and fees requirements for this project include, but are not limited to, NPDES, FDEP water and wastewater:

<u>Permit or Fee</u>	<u>Cost</u>
Miscellaneous Permit Fees	\$25,000.00

The statute does not require the Authority to confirm or disclose permit and permit fee requirements related to the Project which may be required by the federal government, the State of Florida, Lee County, or any other governmental agency, and the Authority makes no representation regarding such other entities. It is the successful Bidder's responsibility to ensure it has identified all permits required to complete the Project and to apply for and obtain such permits. **Costs for permit fees are to be included in the Bidder's mobilization costs.**

B.05 BID PRICES

All bid prices submitted in response to this solicitation must be fixed, firm net pricing inclusive of all charges, fees, incidentals, labor and any other ancillary items necessary to satisfactorily perform the work that is the subject of this RFB.

Invoices must be itemized and must detail the work performed and accepted by the Authority.

B.06 GENERAL INFORMATION AND REQUIREMENTS

Before submitting a bid, each Bidder must examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the

plans and specifications. Bidder must acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

Arrangements to inspect the site may be made by contacting the procurement agent on the cover page in advance of the time and date set for receipt of bids. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each Bidder access to the site(s) to conduct such explorations and tests.

Bidder must fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful Bidder in performing the work are identified in the RFB documents.

B.07 SCHEDULE

Bidder must follow schedule and phasing documents provided indicated in PART D: CONSTRUCTION DOCUMENTS. Anticipated notice to proceed date is provided in PART C: SCOPE OF WORK.

B.08 QUALITY GUARANTEE / WARRANTY

The successful Bidder will guarantee workmanship without disclaimers for a minimum of twelve (12) months from the date of final acceptance by the Authority.

The successful Bidder shall warranty the work for a period of one year from the date of substantial completion of the work. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

Any products, unit, parts, equipment, etc installed by the successful Bidder that does not meet performance representations or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, will be picked up by the successful Bidder from the Authority at no expense to the Authority. The successful Bidder will be required to replace the faulty products and/or parts within a reasonable time frame as agreed to by the successful Bidder and the Authority, at no expense to the Authority.

The Authority reserves the right to reject any or all materials, if in its sole judgment and discretion, the material or item in question reflects unsatisfactory workmanship or manufacturing or shipping damage. The successful Bidder will refund, to the Authority, any money which has been paid for the same.

The price bid must include quality guarantee/warranty in accordance with this section. No additional compensation will be made to the successful Bidder for providing a quality guarantee/warranty.

B.09 USE OF PREMISES

During the progress of the work, the successful Bidder must keep the premises free from the accumulation of waste materials and other debris resulting from the work. The successful Bidder will be held financially responsible for any and all penalties or costs incurred by the Authority to remedy such failure to keep the premises free from waste or debris resulting from the work.

B.10 REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

As applicable, the successful Bidder must obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein. A current copy of all applicable licenses, registrations and/or permits will be maintained on the jobsite during the progress of the work.

Spillage or dumping of hazardous materials caused or made by the successful Bidder or its subcontractor(s) on Authority property must be reported immediately to the Authority's representative. The successful Bidder will be responsible for all cleanup and any costs incurred for such incidents.

The successful Bidder must comply with federal and state right-to-know laws if hazardous materials are used in the work.

Safety Data Sheets (SDS) must be made available to all Authority employees and representatives.

B.11 PERSONNEL

The work performed by the successful Bidder must be executed in a professional manner. The successful Bidder must, during all work hours, provide a qualified and competent person onsite with the ability to converse in English, to understand and carry out instructions and having the authority to supervise the operations and to represent and act on behalf of the successful Bidder.

It is the successful Bidder's responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the Agreement. In addition, the successful Bidder must have someone in attendance at all times who can communicate instructions to its employees.

The successful Bidder must promptly remove from the project any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event will the Authority be responsible for monitoring or assessing the suitability of any employee or agent of the successful Bidder.

All articles found by the successful Bidder's employees on Authority premises must be turned over to the Authority or the Authority's designated agent in charge of such articles.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each motor vehicle brought onto the Authority's premises must have the successful Bidder's business name and/or logo prominently displayed on the vehicle.

While working on Authority property, all employees will wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

B.12 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

Employees of the Provider or subcontractors who must work full or part-time within the Secured Area/Air Operations Area (AOA) or within the Customs Area at the Southwest Florida International Airport must qualify for and obtain the appropriate Airport-issued identification badges which must be worn at all times while within the aforementioned areas. Airport-issued badges shall be worn on outer, uppermost garments to be clearly visible in order to distinguish, on sight, employees assigned to a particular vendor. Badges will be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. There will be a charge of \$100.00 per incident for any lost badges or a charge of \$150.00 per incident for unreturned badges. Authority reserves the right to modify the fee at any time.

Any work being conducted within the AOA or that may be in an area requiring access through, or around the AOA will be coordinated in advance with the Authority's Project Coordinator. At no time may the successful Bidder access these areas on its own without prior coordination and/or escort.

B.13 CONFIDENTIAL SECURITY PROGRAMS

The successful Bidder acknowledges that the Southwest Florida International Airport Security Plan and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under sections 331.22 and 119.071 (3)(a) Florida Statutes. The successful Bidder agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any information regarding the airport security system or the contents of the airport security plan or any other sensitive security or operational material or information concerning the services provided by the successful Bidder under this Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

END OF PART B

PART C: SCOPE OF WORK

C.01 ABOUT LEE COUNTY PORT AUTHORITY

Lee County Port Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY) in Fort Myers, Florida. RSW is an award-winning, medium-hub commercial service airport with an annual economic impact of more than \$8.3 billion. In 2022, RSW served more than 10.3 million passengers, which made it the busiest year in airport history and surpassed the previous record in 2021. RSW is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve the airport with nonstop service throughout the United States, as well as international flights to Canada and Germany.

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 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.

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.

Bidders are encouraged to review additional information about Southwest Florida International Airport and Page Field on the website at flylcpa.com.

C.02 PROJECT DESCRIPTION

The Concourse E Passenger Boarding Bridges Contract Documents include furnishing labor, materials, equipment, services, insurance, delegated engineered shops drawings by a State of Florida licensed engineer, bonding, taxes, permits and incidentals for the work shown on the bid documents. This project consists of supplying and installing fourteen (14) new Passenger Boarding Bridges for the new Concourse E to match the existing architectural appearance of the existing Passenger Boarding Bridges. The scope of work will include, but not limited to, all mechanical, plumbing, electrical, fire alarm, communication, security, structural concrete pile caps, attachment of PBB to building, and tie downs.

C.03 BASE BID DESCRIPTION

The base bid includes all of the work described in the above project description and as shown on the project drawings and called for in the specifications mentioned in PART D: CONSTRUCTION DOCUMENTS. The sum of all bid items which comprise the base bid is referenced on the bid form as the grand total bid number. **All Bidders are required to hold their bid prices for 180 days after the date bids are due.**

C.04 CONTRACT TIME

<u>DESCRIPTION</u>	<u>DURATION</u>	<u>ESTIMATED DATE</u>
From the date of issuance of Notice to Proceed (NTP) assumed to be October 1, 2024, to Substantial Completion.	854 calendar days	2/1/2027
Substantial Completion to Final Completion	60 calendar days	4/1/2027

Substantial Completion is achieved when the GC turns over the final curbside roadway configuration to LCPA for full operational use, where only minor punch list items remain.

C.05 LIQUIDATED DAMAGES

- \$1,000 per day for GC's failure to achieve project Substantial Completion by the February 1, 2027 deadline
- An Additional \$500 per day for GC's failure to achieve overall project Final Completion by the April 1, 2027 deadline
- \$1,000 per day if the GC's work, for any reason, results in an unscheduled interruption that affects the passenger and public use of the Airport facilities including, but not limited to:
 - Closure of any existing taxiways or taxilanes
 - Normal operation of existing aircraft gates
 - Normal operation of the existing aircraft fueling system
- \$1,000 per hour if the GC's work, for any reason, results in an unscheduled interruption that affects the passenger and public use of the Airport facilities including, but not limited to:
 - Closure of RSW Runway 6-24
 - Normal ability to use the baggage handling system
 - Normal operation of fire alarm and/or airport security system
 - Utilities: Power, HVAC, Communications, IT Systems, water, or sanitary that affect passenger and/or public use of the airport facilities. Each occurrence shall be assessed independent of other occurrences even if the incident(s) occurred concurrently.

If the above mentioned milestones are not achieved by the date indicated above, the Owner will incur substantial injury, including loss of use of facilities, loss of revenue and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. The liquidated damages specified above are not a penalty, but are fixed and a requirement of the Agreement, in recognition of the impossibility of precisely ascertaining the actual amount of damages that will be sustained by Owner.

These liquidated damages are additive. There is not a cap for assessment of liquidated damages.

If NTP is not issued on or before 10/1/24, commensurate calendar days will be added to each milestone that is associated with a liquidated damage

C.06 DBE PARTICIPATION GOAL

The DBE goal established for this project is twelve percent (12%).

C.07 BID SCHEDULE

NOTE: THE BID SCHEDULE SHARED IN THE TABLE BELOW IS FOR REFERENCE ONLY - BIDDER MUST ENTER OFFICIAL UNIT BID PRICING IN IONWAVE

The project will be awarded as a lump sum contract according to the Grand Total Bid Amount provided by the lowest responsive Bidder. All items in the bid schedule below shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record.

<i>Pay Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Price</i>	<i>Cost</i>
1	MOBILIZATION	1	LS		
2	DBE MOBILIZATION	1	LS		
3	NEW PBB A3-72/150 (INCLUDING SHIPPING TO SITE, STORAGE, INSURANCE, AS REQUIRED)	14	EA		
4	PBB CONCRETE PILE CAP (AUGER CAST PILES BY OTHERS)	17	EA		
5	PROVIDE AND INSTALL NEW FIXED SECTION PBB AT GATE E9	32	LF		
6	PROVIDE AND INSTALL NEW FIXED SECTION PBB AT GATE E11	56	LF		
7	PROVIDE AND INSTALL NEW FIXED SECTION PBB AT GATE E15	30	LF		
8	PROVIDE AND INSTALL NEW 45-TON PCA UNIT	12	EA		
9	PROVIDE AND INSTALL NEW 90-TON PCA UNIT	2	EA		
10	PROVIDE AND INSTALL NEW 400Hz SSFC 90KVA	12	EA		
11	PROVIDE AND INSTALL NEW 400Hz SSFC 180KVA	2	EA		
12	PROVIDE AND INSTALL NEW GATE SIGN	14	EA		
13	PROVIDE AND INSTALL NEW BAG SLIDE	14	EA		
14	COMPLETE INSTALLATION OF PBBS (PBB, WW, GPU, PCA)	14	EA		
15	INSTALL ONE (1) VERKADA CAMERA INSIDE PBB (VERKADA CAMERAS FURNISHED BY LCPA)	14	EA		
16	FURNISH AND INSTALL ONE (1) CAMERA ON UNDERSIDE OF PBB	14	EA		
17	iOPS BMS BUILDING MANAGEMENT SYSTEM	1	LS		
18	MANUFACTURER COMMISSIONING	14	EA		
19	HIGH WIND AIRCRAFT TIE-DOWNS	28	EA		
20	2-YEAR WARRANTY AND MAINTENANCE	1	LS		
GRAND TOTAL					\$0.00

END OF PART C

PART D: CONSTRUCTION DOCUMENTS

The following documents are considered part of the Construction Documents and are separate files uploaded to the same procurement site being used for the RFB.

In the event of any inconsistency or ambiguity between the various documents, the following order of precedence shall govern:

1. "RSW Terminal Expansion Phase II - Concourse E Passenger Boarding Bridges Phasing Plan" dated March 28, 2024
2. Terminal Expansion Phase II - Concourse E Passenger Boarding Bridges Modifications
 - a. Issued for Bid Drawings prepared by AtkinsRealis and dated March 28, 2024
 - b. Issued for Bid Technical Specifications - Volume 1 prepared by AtkinsRealis and dated March 28, 2024
 - c. Issued for Bid Technical Specifications - Volume 2 SSI prepared by AtkinsRealis and dated March 28, 2024
 - d. Concourse E PBB Reference Sheets Only prepared by AtkinsRealis and dated March 28, 2024

END OF PART D

PART E: GRANT REQUIREMENTS

Davis Bacon Requirements

Davis-Bacon Requirements apply to the contract resulting from this solicitation. The following wage rate determination is provided as a convenience. Successful Bidder is responsible to verify and utilize the most current applicable wage rates in effect at the time of the agreement. Wages rates determination is posted at <https://sam.gov/content/wage-determinations>.

General Decision Number: FL20240173 01/05/2024

Superseded General Decision Number: FL20230173

State: Florida

Construction Type: Highway

County: Lee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Access to Records and Reports

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

Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

Breach of Contract

See the attached Agreement.

Reference: 2 CFR § 200 Appendix II(A)

Buy American Preferences

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

All applications for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the Bidder or offeror to assess the adequacy of the waiver request and associated information prior to

forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Reference: Title 49 USC § 50101; Executive Order 14005; BABA

Civil Rights General

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

Reference: 49 USC § 47123

Civil Rights – Title VI Assurances

Title VI List of Pertinent Non Discrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Non-Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b) Canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Reference: 49 USC § 47123, FAA Order 1400.11

Clean Air/Water Pollution Control

If the Agreement exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

Reference: 2 CFR § 200, Appendix II(G); 42 USC § 7401; 33 USC § 1251

Debarment and Suspension

A11.3.1 Bidder Certification

By submitting a bid under the solicitation for this contract, the Contractor must have certified that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Contractor will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200 Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5; Executive Orders 12549 and 12689

Disadvantaged Business Enterprise

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [10 days] days from the receipt of each payment the prime contractor receives from [the

Authority]. The prime contractor agrees further to return retainage payments to each subcontractor within [30 days] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Authority]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))– The prime Contractor must not terminate a DBE subcontractor listed in response to the solicitation (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains written consent of the Authority. Unless Authority consent is provided, the prime Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime Contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime Contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Reference: 49 CFR part 26

TEXTING WHEN DRIVING

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

In support of this initiative, the Authority encourages the Contractor to promote policies

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

Reference: Executive Order 13513, DOT Order 3902.10

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

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

Reference: 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Federal Fair Labor Standards Act

The provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

Reference: 29 USC § 201, et seq; 2 CFR § 200.430

Lobbying and Influencing Federal Employees

Consultants and contractors that apply or bid for an award of \$100,000 or more must have certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

For an award over \$100,000, the Bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I), 49 CFR part 20, Appendix A

Occupational Safety and Health Act

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

Reference: 29 CFR part 1910

Tax Delinquency and Felony Conviction

The Contractor must have certified under the procurement process that resulted in the award of this contract that:

- Contractor has not been convicted of a Federal felony within the last twenty-four (24) months; or
- Contractor does not have any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Reference: Sections 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

Termination of Contract

See the attached Agreement.

Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

Foreign Trade Restriction

TRADE RESTRICTION CERTIFICATION

By accepting this contract the Contractor certifies the following statements are true:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Contractor must provide immediate written notice to the Authority if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Contractor agrees it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Contractor has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Authority's cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

Reference: 49 USC § 50104, 49 CFR part 30

Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United

States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Reference: 49 USC § 47112(c)

Domestic Preferences for Procurements

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

Reference: 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

Reference

FAA Airport (2023, January 20). Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects. Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, 20 January 2023.

<https://www.faa.gov/sites/faa.gov/files/2023-01/combined-federal-contract-provisions-2023-1-20.pdf>

END OF PART E

PART F: DBE PARTICIPATION

Participation by Disadvantaged Business Enterprises (DBE)

The Lee County Port Authority (Port Authority) is dedicated to promoting the full participation of Disadvantaged Business Enterprises (DBE) in all Port Authority projects. Therefore, for the purposes of this Request for Bids 24-0060LEB: Concourse E Passenger Boarding Bridges for RSW Terminal Expansion Phase II, any individual or firm who enters into an agreement with the Port Authority shall make every possible effort to meet or exceed the established Project DBE Goal. This includes, but is not limited to, subcontracting, and the expenditures for materials and supplies.

The Port Authority and its contractors agree to ensure that DBEs will have the maximum opportunity to participate in the performance of this Project. In this regard, contractors shall take all necessary and reasonable steps to ensure that DBEs have adequate opportunities to compete for and perform contracts under this project. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation-assisted and Port Authority contracts.

Participation Goals

If awarded, the contractor will enter into a lump sum contract with the Port Authority. The attainment of the DBE goal established for this project is to be measured as a percentage of the total value of the base bid, including all contract amendments. The DBE goal established by the Port Authority under this project is anticipated at twelve percent (12%) participation.

Responsible and Responsive

In order to be considered responsible and responsive, Bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways:

1. By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or
2. By providing documentation of the Bidder's good faith efforts to meet the project goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the Bidder to submit appropriate documentation or to demonstrate that "good faith efforts" were made to reach out to DBEs to obtain participation. Additional information may be requested from the Bidder/Proposer regarding their proposed DBE participation.

Required Certification

All DBE firms must be properly certified prior to the bid opening. The Port Authority only recognizes the following DBE certification under this project.

DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established DBE goal. All DBE firms in Florida are listed in a single DBE UCP Directory. Contractors should refer to this directory to identify potential DBEs for the work. The FUCP Directory is found at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>
or <http://www.flylcpa.com/dbe>

Additional assistance may be obtained by calling the Port Authority's DBE Manager **Julio Rodriguez** at **239-590-4625**.

DBE CONDITIONS

The Lee County Port Authority (Port Authority) and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted and Port Authority contracts.

1. DEFINITIONS

- A. Disadvantaged Business Enterprise (DBE) – This term, as used in this Request for Bids solicitation document shall have the same meaning as defined in paragraph 26.5 of Subpart A to 49 CFR Part 26.
- B. General Contractor – This term refers to the successful Bidder whose bid is awarded pursuant to this RFB.
- C. Good Faith Efforts – means the successful Bidder's efforts to achieve a DBE goal.

The following conditions apply to any contract resulting from this Request for Bids. Submission of a bid by a prospective contractor/subcontractor shall constitute full acceptance of these bid conditions:

2. DBE BID CONDITIONS

- A. **Expenditures Counting Towards DBE Goal** – For non-DBE contractor(s) and subcontractor(s), the Port Authority and its CM/GC will count towards the DBE goal sixty percent (60%) of expenditures for materials and supplies required under the contract and obtained from a DBE established dealer, and one hundred percent (100%) of such expenditures obtained from a DBE manufacturer.
- B. **Responsible and Responsive** - In order to be considered responsible and responsive, Bidder must make good faith efforts to meet the identified DBE goal established for this project. This may be accomplished in one of two ways:
 - 1. By meeting the DBE Participation Goal and documenting the commitments of the DBE firms; or
 - 2. By documenting adequate Bidder's good faith efforts to meet the goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the Bidder to submit appropriate documentation to demonstrate that "good faith efforts" (as defined in 49 Code of Federal Regulation Part 26, Appendix A, Subpart C 26.53) was made to reach out to DBEs to obtain participation.

- C. **DBE Forms** - Completed DBE Utilization Statement and Letter of Commitment(s) must be submitted with this Request for Bid. The Letter(s) of Commitment must be completed by each DBE firm proposed to be used in this project.

Note: Additional information may be requested from any Bidder regarding their proposed DBE participation.

- D. **DBE Required Certification** – All DBEs MUST BE PROPERLY CERTIFIED PRIOR TO THE BID OPENING. Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established goal. DBE firms in Florida are listed in a single DBE FUCP directory. Bidders should refer to this directory to identify potential DBEs for the work.

The Directory is found at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Additional assistance may be obtained by calling the Port Authority's DBE Manager at 239-590-4625.

3. **DBE CONTRACT CONDITIONS**

- A. **Policy** - The policy of the Port Authority is to ensure nondiscrimination in the award and administration of DOT-assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to ensure that the DBE Program is narrowly tailored by utilizing race neutral/race conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 and Part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT-assisted contracts; and to assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

- B. **Contract Assurances** - Each contractual agreement with a contractor (and each subcontract the Prime Contractor signs with a Subcontractor) must include the following assurance:

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

- C. **Prompt Payment and Release of Retainage Clause** - The Port Authority will include the following clause in each DOT-assisted prime contract, and the prime contractor will require all subcontractors to have this clause in their subcontracts:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the Prime Contractor receives from the Port Authority. The Prime Contractor agrees further to return retainage payments to each Subcontractor within forty-five (10) days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of the Authority"

Note: This clause applies to both DBE and non-DBE subcontractors.

- D. **DBE Signed Contracts** - The General Contractor/Consultant must submit copies of the signed contracts with the DBE(s) who will be utilized as subcontractors and are listed in its bid for work to be performed under the scope of services of the General Contractor/Consultant's contract with the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor is in receipt of their Notice-To-Proceed from the Port Authority.
- E. **Bidders List Data** - For all DOT-assisted contracts a list of all DBE and Non-DBE firms that bid on prime contracts, or bid or quote subcontracts and materials supplied shall be submitted to the Port Authority no later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Lee County Port Authority. See attached Bid Opportunity List

- F. **Mobilization** – The General Contractor will provide the DBE Subcontractor with mobilization funds provided by the Port Authority based on the DBE's portion of work to be performed. The mobilization funds will be included as a part of the DBE Subcontractor's bid price. The total DBE mobilization funds will be indicated as a separate line item on the schedule of values.
- G. **On-Site Visits** – Upon request, the General Contractor will assist the Port Authority's DBE Office in conducting on-site monitoring of all DBE Subcontractors.
- H. **Prohibited** – Agreements between the General Contractor and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidders are prohibited.
- I. **Replacements** - If the General Contractor deems it necessary to replace a DBE subcontractor/subconsultant, the General Contractor shall make an acceptable good faith effort to use another DBE subcontractor.

Substitutions must be coordinated with and approved by the Port Authority at the Authority's sole discretion.

- J. **Reporting** - The General Contractor must report all payments to all subcontractors through the Port Authority's Airport Diversity Management System. The system may be accessed via the following link: <https://flylcpa.dbesystem.com/> Upon receiving the Notice-To-Proceed, the General Contractor will be given notification with information about accessing the system. Payments must be reported on a monthly basis.

END OF PART F

PART G: INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

Insurance Requirements. Bidders should furnish proof of insurance or a written statement of assurance of Bidder's ability to meet the insurance coverage types and limits indicated below. No agreement will be approved or entered into pursuant to this Request for Bids until all insurance coverage(s) indicated herein have been obtained.

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. Airside Operations Area (AOA); the combined single limit will be <u>\$5,000,000</u> . Non Airside; the combined single limit will be <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Commercial General Liability:	Coverage shall be afforded under a per occurrence policy form. <u>\$1,000,000</u> Single Limit per Occurrence; <u>\$2,000,000</u> General Aggregate <u>\$2,000,000</u> Products/Completed Operations Aggregate <u>\$1,000,000</u> Personal and Advertising Injury Liability
<input checked="" type="checkbox"/> Employer's Liability:	<u>\$1,000,000</u> Each accident <u>\$1,000,000</u> Disease each employee <u>\$1,000,000</u> 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 Bidder and 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 this lease, and including coverage for: (a) third-party claims for on and off-site bodily injury and property damage; and (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 the Bidder, 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.

Insurance / Bond Type	Required Limits
<input type="checkbox"/> Cyber Liability	<p>Successful Bidder 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 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.</p>
<input type="checkbox"/> Other Insurance Required	<div data-bbox="639 581 862 615"> <input type="checkbox"/> Builders' Risk </div> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 each Occurrence.</p> <div data-bbox="639 718 870 751"> <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="639 854 1010 888"> <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="639 1106 881 1140"> <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="639 1243 1016 1276"> <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="639 1379 1229 1413"> <input type="checkbox"/> Motor Truck Cargo Policy - per agreement </div> <div data-bbox="639 1417 1146 1451"> <input type="checkbox"/> Property Insurance - per agreement </div>

Reviewed/Approved by Risk Manager: TJD

Bidders Insurance Requirements

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

No agreement will be approved or entered into pursuant to this Request for Bids until all insurance coverage(s) indicated herein have been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder 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

following minimum amounts of insurance on a standard ACORD form. The insurance provided will include coverage for all parties employed by the Bidder. 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 shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The 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 successful Bidder from potential insurer insolvency.

Waiver of Subrogation

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful Bidder 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, successful Bidder must furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the successful Bidder's insurance company verifying the ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. **Send the certificate of insurance with Lee County Port Authority as certificate holder to 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

In addition, when requested in writing by the Authority, the successful Bidder will provide the Authority with a certified copy of all applicable insurance policies.

Change in Coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. If the successful Bidder fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful Bidder.

Subcontractor's Requirement

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

Sovereign Immunity

The successful Bidder understands and agrees that by entering into 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 successful Bidder must indemnify and hold harmless the Lee County Port Authority and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the successful Bidder in the performance of any contract awarded pursuant to this solicitation.

The successful Bidder 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 RFB infringe any patent, copyright, or other proprietary right. The successful Bidder 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 of Bidder'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 successful Bidder's obligations to defend, 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 successful Bidder to the Authority as contained in the submission and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

Bid Guaranty and Bond Requirements. The following bonds and performance and payment guarantees are required if checked:

- ☒ **If checked,** Bidders must submit a bid bond, certified check, or cashier's check payable to Lee County Port Authority Board of Port Commissioners with the bid and in a dollar amount representing not less than five percent (5%) of the total amount bid. **Failure to submit a bid bond, certified check or cashier's check will cause the Bidder's bid to be non-responsive.**

Bidders are instructed to upload the bid bond, certified check or cashier's check with their bid, accompanying their electronic bid submission and then deliver the original, signed and sealed bid bond or check within five (5) business days from the bid submission date. A bid security in the form of a cashier's check must be an original document. Bidders should plan in advance to send the original bid bond or check to **Lee County Port Authority Procurement Office, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913**. Clearly indicate company name, RFB number, and title and state "BID GUARANTY" on the outside of the envelope.

Once a potential successful Bidder is identified, the potential successful Bidder 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 successful Bidder will forfeit the entire bid 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 bid guaranty, the recommended Bidder 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 bid guaranty will be returned after the bid is awarded.

Performance & Payment Bond Requirements

- ☒ **Performance Guarantee:** *If checked,* a performance guarantee, irrevocable letter of credit or security deposit in the amount of 100% of the total amount of the bid must be presented by the successful

Bidder to the Authority within ten (10) days of issuance by the Authority of the written notice of intent to award the Agreement.

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

The performance guarantee must be in form and substance and issued by a surety that is acceptable to the Authority. Failure to maintain the performance guarantee throughout the duration of the Agreement is cause for termination of the Agreement.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

- ☒ **Payment Guarantee:** *If checked*, a payment guarantee or security deposit in the amount of 100% of the total amount of the bid must be presented by the successful Bidder to the Authority within ten (10) days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the payment guarantee is to ensure the faithful payment of subcontractors and suppliers furnishing labor, material, supplies and services to the successful Bidder in connection with the requirements of the Agreement throughout the term of the Agreement, including any 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.

- ☐ **Customs Bond Requirements** *If checked*, a customs bond in the amount of \$_____ of the total amount of the bid must be provided within ten (10) days of issuance by the Authority of the written notice of intent to award the Agreement.

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 bid bonds or payment and performance must file with the bond a certified copy of their Power of Attorney to sign such 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; and
- 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 shall 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 the Lee County Port Authority or Lee County, Florida.

END OF PART G



PART H: FORMS

All forms must be submitted with the Bidder's submittal

FORM 1: BIDDER'S CERTIFICATION

As an authorized representative of the Bidder, I have carefully examined this Request for Bids (RFB) which includes instructions for Bidders, special instructions and requirements, scope of work, Construction Documents, Grant Requirements, DBE participation, insurance, indemnification and bond requirements.

I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the items and/or services requested in this RFB. I agree to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate bids. I agree that the Authority terms and conditions herein will take precedence over any conflicting terms and conditions submitted with my bid and I agree to abide by all conditions of this RFB.

I certify that all information contained in my bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit a bid on behalf of the company as its agent and that the company 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-bid meeting, if mandated, and I fully understand the requirements. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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 Bids 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 RFB, 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.

Finally, through my signature set forth below, I confirm that the bid fully meets the requirements set forth herein. If required, a copy of the bid bond is included in the electronic submission in accordance with Part F, Insurance, Indemnification and Bond Requirements.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

**FORM 2: OFFICIAL BID FORM (1 OF 2)****BIDDER'S NAME:** _____

The undersigned, as "Bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, instructions for Bidders, special instructions and requirements, scope of work, Construction Documents, Grant requirements, DBE Participation, insurance, indemnification and bond requirements, forms, and other contract documents, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary in full accordance with the RFB and contract documents for:

CONCOURSE E PASSENGER BOARDING BRIDGES FOR RSW TERMINAL EXPANSION PHASE II

**NOTE: THE BID SCHEDULE SHARED IN PART C.07 IS FOR REFERENCE ONLY.
BIDDER MUST ENTER OFFICIAL UNIT BID PRICING IN IONWAVE.**

And, if awarded, Bidder agrees to perform the work for the pricing submitted by Bidder electronically and as applicable, will complete all work within the time limits specified for the pricing awarded. The grand total base bid is expressed numerically and in writing as follows:

GRAND TOTAL: \$ _____

(Written)

- ☐ By checking this box, I certify that I have read and understand the quality guarantee and warranty requirements set forth in Part B and have enclosed a written copy of the labor and product warranty with my bid.
- ☐ By checking this box, I certify that I comply with all requirements per Part B.01, Minimum Qualifications
- ☐ By checking this box, I certify that I have reviewed and agree with the Contract Time information provided in PART C: Scope of Work.
- ☐ By checking this box, I certify that I have reviewed all documents listed in PART D: Construction Documents.
- ☐ By checking this box, I certify that I have read and understand the Performance & Payment Guarantee requirements set forth in Part G - Insurance, Indemnification and Bond Requirements
- ☐ By checking this box, I certify that I have inspected the project site(s)

Bidder's Name: _____

Title: _____

Signature: _____

FORM 2: OFFICIAL BID FORM (2 OF 2)

Bidders must demonstrate to the satisfaction of the Authority that the minimum qualifications set forth in Part B have been met. Each Bidder must provide the information requested below. Up-to-date and current contact information is the sole responsibility of the Bidder.

Bidder is requested to provide reference information from current or recent accounts that are similar in scope to the scope of services set forth herein. 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 Bidder's response and may affect the Authority's determination of responsiveness.

Reference Information

1.

<u>REFERENCE COMPANY NAME</u>	<u>DOLLAR VALUE OF PROJECT</u>
<u>REFERENCE CONTACT NAME/TITLE</u>	<u>BRIEF PROJECT DESCRIPTION</u>
<u>REFERENCE CONTACT PHONE</u>	
<u>REFERENCE CONTACT EMAIL</u>	

2.

<u>REFERENCE COMPANY NAME</u>	<u>DOLLAR VALUE OF PROJECT</u>
<u>REFERENCE CONTACT NAME/TITLE</u>	<u>BRIEF PROJECT DESCRIPTION</u>
<u>REFERENCE CONTACT PHONE</u>	
<u>REFERENCE CONTACT EMAIL</u>	

**FORM 3: 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 _____ (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Request for Bids 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 Bids.

The prospective Bidder 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 BIDDERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER. PLEASE NOTE - THE LOBBYING PROHIBITION IS IN EFFECT UNTIL ISSUANCE OF A PURCHASE ORDER OR FINAL EXECUTION OF THE AGREEMENT RESULTING FROM THIS RFB, AS APPLICABLE.

**FORM 4: 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

The Bidder 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 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB 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 Bidder 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 Bids.

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 A BID OR PROPOSAL 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 6: LOCAL PREFERENCE AFFIDAVIT - NOT APPLICABLE**

The firm submitting the attached bid is either (please check one):

- ☐ A Bidder whose principal place of business is located within the boundaries of Lee County, Florida. Please identify the firm name and physical address below:

Bidder Name: _____

Address: _____

City: _____ ST: _____ ZIP: _____

- ☐ A Bidder that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

- Number of Employees currently working in Lee County full time = _____

- Projects completed in Lee County over the last consecutive three (3) years: _____

Project Name _____ Began in 20____ Completed in 20____

Project Name _____ Began in 20____ Completed in 20____

Project Name _____ Began in 20____ Completed in 20____

Project Name _____ Began in 20____ Completed in 20____

- Specify the current Lee County location for equipment, materials and personnel that will be used full time on this project (attach additional pages if necessary):

- ☐ A Bidder whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement. Please identify the Bidder name and physical address below:

Bidder Name: _____

Address: _____

City: _____ ST: _____ ZIP: _____



Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

Printed Name

Title

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]

[Remainder of page intentionally left blank]



FORM 7: BID BOND

BID BOND NO._____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of \$_____ (\$_____) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, 2024.

WHEREAS, said Principal is herewith submitting a bid for RFB 24-0060LEB, CONCOURSE E PASSENGER BOARDING BRIDGES FOR RSW TERMINAL EXPANSION PHASE II.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal will be awarded the contract upon said bid within the specified time and will enter into a written agreement, satisfactory in form, and must provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation will be null and void. Otherwise, said Principal and Surety must pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event will said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation must bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: _____ (SEAL)
(Principal)

(By) _____

Witness as to Surety: _____ (SEAL)
(Surety's name)

(By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

**FORM 8: UTILIZATION STATEMENT****Note: This form must be submitted with the Bidder's bid submittal**

By completing this form you must identify and document whether you will meet the Port Authority's DBE participation goal for this project twelve percent (12%), and if not, you should identify and document your Good Faith Efforts (GFE) to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE LIST

DBE Firm Name(s)	\$ Value of Work	% Percent of Total Project
1. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
2. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
3. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
4. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
5. _____	\$ _____	_____ %
Type of Work/Specialty: _____		

Attach Additional Sheets as Necessary

The undersigned Bidder/offeror has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- ☐ **The Bidder/Offeror is committed to a minimum of 12% DBE utilization on this project.**
- ☐ **The Bidder/Offeror, while unable to meet the established goal, hereby commits to a minimum of _____% DBE utilization on this project and also submits adequate documentation, as an attachment(s) demonstrating Good Faith Efforts.**

A. Total Base Bid \$ _____

B. Total of DBE Subcontract Work \$ _____

Total Anticipated DBE Participation _____ % (B divided by A)

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority.

Signature of Authorized Representative

Date

**FORM 9: LETTER OF COMMITMENT**

LETTER OF COMMITMENT
Disadvantaged Business Enterprise

(This page shall be submitted for **each** proposed DBE firm)

Bidder/Offeror Company Name: _____

Project Name/#: _____

DBE Firm: Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: (____) _____

E-mail: _____

<i>Work items(s) to be performed by DBE Firm</i>	<i>Quantity/Unit Price</i>	<i>Total \$ Value of Work</i>
<i>Totals</i>		

The Bidder/Offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: \$ _____

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature of DBE Firm's Authorized Representative) (Date)

Company Title: _____

NOTE: In the event the Bidder/Offeror does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

**FORM 10: CERTIFICATION OF COMPLIANCE**

**CERTIFICATION OF COMPLIANCE WITH
FAA BUY AMERICAN PREFERENCE STATEMENT**

As a matter of bid responsiveness, the Bidder must complete, sign, date, and submit this certification statement with its bid. Bidder must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive.

Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- ☐ Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent Bidder with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within fifteen (15) calendar days of being selected as the responsive Bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation:

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than twenty-five percent (25%). The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title



FORM 11: TRADE RESTRICTION CERTIFICATION

By submission of a bid, the Bidder certifies that with respect to this solicitation and any resultant contract, the Bidder:

- 1) Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Bidder/Contractor must provide immediate written notice to the Owner if the Bidder/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) Who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Date

Signature

Company Name

Title



FORM 12: TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder must complete the following two (2) certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) or the letter "X" in the space following the applicable response. The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Bidder represents that it ☐ is or ☐ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Bidder represents that it ☐ is or ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

Note

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony Conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date

Signature

Company Name

Title

**FORM 13: CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT/SUSPENSION****BIDDER CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND INELIGIBILITY
LOWER TIER COVERED TRANSACTIONS****Bidder Certification**

By submitting a bid under the solicitation for this contract, the Contractor must have certified that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Lower Tier Contract Certification**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Contractor will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200 Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5; Executive Orders 12549 and 12689

Date

Signature

Company Name

Title

DRAFT CONSTRUCTION AGREEMENT

A Draft Construction Agreement intended to be used for this project is presented in the next page. General Conditions and Special Conditions that are also part of the agreement are uploaded pursuant to the referenced solicitation. Solicitation documents are available on Thursday March 28, 2024 online at <https://flylcpa.ionwave.net/>, powered by EUNA Solutions.

Contract No. _____

Vendor No. _____

LEE COUNTY PORT AUTHORITY
BOARD OF PORT COMMISSIONERS
CONCOURSE E PASSENGER BOARDING BRIDGES FOR
RSW TERMINAL EXPANSION PHASE II
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
DRAFT - CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (referred to as "Agreement") is entered this xx day of xxx, 2024, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida, at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority"), and **XXX, LLC**, a XXX Company, ("Contractor") whose business address is XXXX, telephone number is XXXX, and Federal Employer Identification Number XXXX.

In consideration of the mutual covenants herein set forth, the Authority and the Contractor agree as follows:

1. PROJECT DESCRIPTION

The Contractor at its own cost and expense shall and will furnish all labor, services, materials, tools and equipment, insurance, permits and all incidentals, as shown on the bid documents (the "Work") required to complete the PASSENGER BOARDING BRIDGES (the "Project") at the Southwest Florida International Airport ("Airport") in a satisfactory and workmanlike manner and in strict accordance with the terms of this Contract, the Request for Bids for RFB 24-0060LEB (including all Parts and Forms attached thereto), the Contractor's bid, the General and Special Conditions, the PBBs Phasing Plan; the construction drawings and Technical Specifications, (collectively the "CONSTRUCTION DOCUMENTS").

2. CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference as if specifically set forth in the Agreement the following documents: the advertisement for bids; the notice to Bidders; the Request for Bids (including Parts A-H and Forms 1-12); the Contractor's bid; the project manuals; the General and Special Conditions; the Federal Conditions; the PBBs Phasing Plan; the construction drawings; the Technical Specifications; the Plans; the notice of award and any addenda issued before; and all amendments or other modifications issued after execution of this Agreement.

3. SCOPE

The scope of this project consists of the PASSENGER BOARDING BRIDGES CONCOURSE E improvements associated with the Terminal Expansion Phase II program.

This project consists of supplying and installing fourteen (14) new Passenger Boarding Bridges for the new Concourse E to match the existing architectural appearance of the existing Passenger Boarding Bridges. The scope of work will include, but not limited to, all mechanical, plumbing, electrical, fire alarm, communication, security, structural concrete pile caps, attachment of PBB to building, and tie downs.

4. COMPENSATION

In consideration of the performance of the Agreement, the Authority agrees to pay the Contractor in current funds, the total Lump Sum of XXXX, (\$XXXX), as compensation for its services.

Notwithstanding the above, the Lump Sum above is based on estimated quantities contained in the Request for Bids and may be adjusted by the Authority as the following pay items shall be compensated based upon the final field verified quantity installed in place, assuming placement/installation of said items is deemed compliant to design intent by the CEI and Engineer of Record:

(UNIT PRICE TABLE TO BE PROVIDED BASED ON TABLE PROVIDED IN RFB DOCUMENT)

Even though this is a Lump Sum Agreement, specific items of Work may be paid on a unit price basis. Unit priced paid items of Work for this Agreement listed in the Project Request for Bids are identified above. Only quantities verified to have been incorporated into the Work for these items shall be paid to the Contractor under the Lump Sum agreement.

5. INSURANCE

Contractor shall maintain throughout the performance of the Work insurance coverages in the following minimum amounts subject to any specific terms and conditions outlined in the Request for Bids and the General Conditions.

Commercial General Liability	\$5,000,000	Per Occurrence
	\$5,000,000	General Aggregate
Business Automobile Liability	\$5,000,000	Bodily Injury
		Per Person/Per Accident
	\$5,000,000	Property Damage
		Per Person/Per Accident
Environmental Liability and/or Contractor's Pollution Liability and/or Error & Omissions Liability		OR
	\$5,000,000	Combined Single Limits
		Per Accident
	\$2,000,000	Per Claim or Occurrence and
	\$2,000,000	Aggregate Per One Year Policy Period
Employer's Liability	\$1,000,000	Employee-Bodily Injury
	\$1,000,000	Employee-Disease
Worker's Compensation	In accordance with Statutory Requirements	

The Authority must be named as additional insured in all insurance policies required by this Agreement, to the full limits of the policy, even if those limits are in excess of the limits

required by this Agreement. Contractor, Subcontractors and Independent Contractors insurance policies will be primary and noncontributory and include a waiver of subrogation in favor of the Authority. Insurance requirements may only be adjusted with the approval of the Authority's Risk Manager. The Contractor shall furnish separate certificates and endorsements for each subcontractor. The Contractor must provide the Port Authority Risk Manager with a list of all subcontractors and independent contractors prior to beginning work on the Airport or for the benefit of the Port Authority. The Contractor shall require and ensure that all subcontractors and independent contractors carry insurance as required herein.

6. PUBLIC RECORDS

1. Airport Security Plans

Contractor acknowledges that the Airport Security Plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Sections 331.22, and 119.071(3)(a), Florida Statutes.

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

2. Building Plans

Contractor further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

3. Airport Security Systems

Section 281.301, Florida Statutes exempts information relating to the security

systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all

meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1., and 2., Florida Statutes reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

4. Confidentiality

Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Contractor hereunder. Contractor shall require all of its employees, agents, subcontractors to comply with the provisions of this Section.

7. **CONTRACTOR'S COMPLIANCE WITH PUBLIC RECORDS LAW**

Contractor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes with regard to public records, and agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- b) Upon request from the Authority, provide the Authority with a copy of the

requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; <https://www.flylcpa.com/publicrecordsrequests/>

8. AIRPORT SECURITY REQUIREMENTS

Contractor acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Contractor may need access to these secure areas to complete the work required by this Agreement.

Contractor therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and

employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Contractor, its agents, employees, subcontractors, or invitees.

Contractor further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor shall notify the Airport's Police Department that the Contractor's access authorization or that of any of Contractor's agents, employees, subcontractors, or invitees has changed. Contractor will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor shall surrender any Airport Security Identification Badge held by the Contractor or by Contractor's agents, employees, subcontractors, or invitees. Should the Contractor fail to surrender these items within five (5) days, the Contractor shall be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to the Contractor or deducted from any money owing to the Contractor, at the Authority's discretion.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Authority and Lee County, Florida and

their respective commissioners, officers, consultants, agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, actions, suits, proceedings, claims or demands for injury, damage, loss, liability, cost or expense, including attorney's fees, of any kind or nature whatsoever, which may be brought, made or filed against Lee County or the Authority, and their respective officers and employees, for 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 by Contractor, or anyone performing work required of Contractor under this Agreement.

10. AUTHORITY'S REMEDIES

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Agreement, according to the true intent and meaning thereof, then the Authority may avail itself of any or all remedies provided in the Agreement or available under law and require Contractor to pay liquidated damages as provided in the Request for Bids, Bid Documents and any Addenda.

11. DISCRIMINATION CLAUSE

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient (Authority) deems appropriate.

12. NONDISCRIMINATION CLAUSE

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 Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor 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/subconsultants, including procurements of materials and leases of equipment.

The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

13. GENERAL CIVIL RIGHTS CLAUSE

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

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

14. PROMPT PAYMENT AND RELEASE OF RETAINAGE REQUIREMENTS

The following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each payment the Contractor receives from Authority. Contractor agrees further to return retainage payment to each subcontractor within forty-five (45) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

beyond these time limits may occur only for good cause following written approval of the delay by the Authority. This clause applies to both DBE and non- DBE subcontractors.

15. E-VERIFY CLAUSE

Contractor certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Contractor further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Contractor agrees to use the E-Verify Program to confirm the employment eligibility of:

- 15.1. All persons employed by Contractor during the term of this Agreement.
- 15.2. All persons, including contractors and subcontractors, assigned by the Contractor to perform work or provide services or supplies under this Agreement.

Contractor further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Contract to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

16. WARRANTIES

Contractor shall obtain and assign to the Authority all required express warranties given

to Contractor or any subcontractors by materialmen supplying materials, equipment or fixtures that are to be incorporated into the Project. Contractor further warrants to Authority that any materials, parts and equipment furnished under this Agreement will be new unless otherwise replace specified, and that all work will be of good quality, free from all defects and in conformance with the Agreement.

The Contractor agrees that all items furnished under this Agreement shall be warranted for a period of one (1) year from the date that a Certificate of Substantial Completion is issued, unless otherwise specified in the Agreement documents. If, within the warranty period, any work is found to be defective or not in conformance with the Agreement, Contractor shall correct or replace it promptly at no cost to Authority after receipt of written notice from Authority. Contractor shall also be responsible for and pay for replacement or repair of any materials or work which may be damaged as a result of such replacement or repair. The warranties are in addition to those implied warranties to which Authority is entitled as a matter by law.

17. FAA PROVISIONS

The parties incorporate herein by reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. If the FAA or any successor requires modifications or changes in this Agreement as a precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required.

18. SOVEREIGN IMMUNITY

The Contractor acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein shall be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per Section 768.28, Florida Statutes,

or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by law.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought in the Florida state courts in Lee County, Florida. The prevailing party in any such suit or action, including any appeals, shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: KEVIN C. KARNES
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By:

Deputy Clerk

By:

Chair or Vice Chair

Approved as to Form for the
Reliance of Lee County Port
Authority Only:

By:

Port Authority Attorney's Office

Signed, Sealed and Delivered in the
presence of:

(NAME OF CONTRACTOR)

Witness

Authorized Signature for Provider

Witness

By:

Printed Name

SEAL

Title