



**LEE COUNTY PORT AUTHORITY
PROCUREMENT OFFICE**
11000 TERMINAL ACCESS ROAD
SUITE 8671
FORT MYERS, FL 33913

REQUEST FOR BIDS (RFB) 24-0071MC
for
LANDSCAPE SERVICES AT PAGE FIELD AIRPORT

RELEASED: April 18, 2024

DESIGNATED PROCUREMENT OFFICE CONTACT
Matthew Catoe, Senior Procurement Agent
Telephone (239) 590-4565 • Email: mscatoe@flylcpa.com

NON-MANDATORY PRE-BID MEETING
Tuesday, April 30, 2024 at 1:00 p.m., local time

QUESTIONS/CLARIFICATION REQUEST DEADLINE
Thursday, May 9, 2024 • 5:00 p.m., local time

BIDS DUE IN IONWAVE
Wednesday, May 22, 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
and Part A.20 & B.02 for more information.**

NOTICE OF COMPETITIVE OPPORTUNITY

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 provide the items and/or perform the services specified in this Request for Bids (RFB). Solicitation documents are available at flylcpa.ionwave.net, powered by EUNA Solutions.

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.

PRE-BID MEETING and SITE VISIT

- A NON-MANDATORY PRE-BID MEETING and SITE VISIT has been scheduled for **Tuesday, April 30, 2024 at 1:00 p.m., local time** at Page Field Base Operations, Pacific Seminar Room – 2nd Floor, 5200 Captain Channing Page Drive, Fort Myers, FL 33907.

The pre-bid meeting can also be accessed through Google Meets. Potential bidders are encouraged to attend the pre-bid meeting and site visit. The site visit will immediately follow the pre-bid meeting. Potential bidders attending remotely are encouraged to visit the site to become familiar with the site conditions and requirements. Potential bidders attending through Google Meets must have the ability to communicate with the Authority at this meeting and must provide a company and representative name for the attendance register and to also be able to ask questions or request clarifications. Potential bidders attending through Google Meets are encouraged to visit the site prior to submitting a bid. To access the pre-bid meeting through Google Meets use this link:

Remote Meeting ID/Phone: <https://meet.google.com/rrz-cotm-mcp>
Phone: (US) 650-457-1281 PIN: 959 164 000#

The purpose of the pre-bid meeting will be to discuss the requirements and objectives of this RFB and to answer any questions for potential bidders that may have questions about the RFB.

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

AMERICANS WITH DISABILITIES: Persons needing special accommodation to attend the pre-bid meeting should contact the Procurement Office at least 5 days before the scheduled meeting.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFB must be received no later than Thursday, May 9, 2024, by 5:00 p.m. local time. All inquiries, suggestions or requests pertaining to this RFB must be submitted to the designated procurement contact on the cover page. This deadline has been established to maintain fair treatment for all potential bidders, while ensuring an expeditious selection process.

PUBLIC OPENING OF BIDS

The Authority is accepting electronic bids in IonWave, powered by EUNA Solutions, until Wednesday, May 22, 2024 before 2:00 p.m. Bids sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed bids, and electronically submitted bids sent directly to the Authority will not be accepted.**

Bids must be in IonWave prior to the deadline for submission. 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. **Bids will be opened publicly. The bid opening may be viewed remotely through Google Meets by accessing the following link:**

Remote Meeting ID/Phone: <https://meet.google.com/rxr-vrqp-sgn>
Phone: (US) 860-603-3034 PIN: 192 229 001#

The Authority does not discriminate against individuals with disabilities. Any person needing special accommodations to attend a public meeting related to the RFB should contact the designated Procurement Agent for this solicitation at least 5 days before the 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 USC §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses/disadvantaged business enterprises/or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this solicitation and no businesses will be discriminated against on the grounds of race, color, national origin, (including limited English proficiency), creed, sex, (including sexual orientation and gender identity), age, or disability in consideration for an award.

End of Notice of Competitive Opportunity

PART A **INSTRUCTIONS 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 with demonstrated expertise in providing the goods and/services as 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 its electronic marketplace known as IonWave at <https://flylcpa.ionwave.net>. Submission of bids before the deadline is solely and strictly the responsibility of the Bidder. It is the sole 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 in the electronic marketplace before 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 and ADA 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 attend the opening of bids remotely through electronic means by using the link to the Google Meets that is provided on the Notice of Competitive Opportunity page of this RFB.

A.03 QUESTION AND CLARIFICATION PERIOD

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

Each Bidder must examine all RFB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the 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 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses an electronic marketplace managed by a third party provider, IonWave - powered by EUNA Solutions, 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/Login.aspx> 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.05 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 RFB 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 determine if addenda to the RFB were issued and, if issued, to acknowledge and incorporate the same into Bidder's bid. All addenda will become part of the bid documents as if contained in the originally issued solicitation documents.

A.06 PRE-BID MEETING

If applicable, a pre-bid meeting will be held on the date and time specified on the Notice of Competitive Opportunity and/or the cover page of this RFB. The cover page 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 efficiently as possible, bidders are requested to forward questions 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 COST OF PREPARATION

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

A.08 WITHDRAWAL OR MODIFICATION OF BID

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

After bids are received but before an agreement is executed, a bid may be revised only if there is a mistake of material fact that is clearly evident or if the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the bid. Requests to withdraw must be in writing and approved by the Authority. Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification after the date and time fixed for the public opening.

A.09 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 bidders 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 RFB 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.10 GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with the nondiscrimination provisions stated above in A.09 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.11 CALCULATIONS, ERRORS, OMISSIONS

Bids are reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing will prevail. In 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 submitted on the Authority's bid form that is altered, 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.12 JOINT VENTURES

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

A.13 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.14 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB ("Agreement") 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.15 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 Statutes, 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; and

- 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.

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

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

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

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

A.16 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 bid 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 material that is considered a "trade secret" as defined by Florida Statutes, all documents, materials and data submitted as part of a bid in response to this RFB become the property of 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. The Authority reserves the right to clarify the trade secret claim at any time. 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.08 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 it has received a public records request 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 under Florida law and is not subject to disclosure. Once the Authority notifies the Bidder that it has received a request to inspect or copy information that is designated a trade secret, the Bidder will take prompt action to respond to the request, 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 agrees to 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.17 TAX EXEMPT

The Authority is tax-exempt, 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 the 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.18 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.19 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate the 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 bid under section 287.135, Florida Statutes.

A.20 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.21 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.

A.22 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid may 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.23 FINANCIAL RESPONSIBILITY

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

A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may 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.25 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.26 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.

A.27 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.28 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 its 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.29 FRONTLOADING 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.30 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.31 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 Request for Bids. 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.32 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 successful Bidder. Delivery of the fully executed Agreement to the successful Bidder constitutes 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.33 ASSIGNMENT OF AGREEMENT

The Provider may not assign any agreement resulting from this RFB without the prior written approval of the Authority.

A.34 PAYMENT

Payment will be made in accordance with the awarded bid pricing for the goods and/or services completed and accepted by the Authority and upon receipt of the successful Bidder's invoice. **All invoices must include purchase order number or Agreement number, as applicable, and must be submitted to Lee County Clerk of Court Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

A.35 E-VERIFY

In accordance with section 448.095(2), Florida Statutes, 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 is it 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 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 Request For Bids documents in their entirety to become familiar with what is required and what is to be submitted in the Bidder's bid. Bidders must properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS

To qualify for consideration, Bidders are required to meet the following minimum qualifications:

- 1) 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 and approved legal business entity in good standing and authorized to conduct business in the State of Florida.

Bidders are requested to provide documentation of the registration and status; however the Authority will verify with the Division of Corporations.

- 2) Bidder must provide references that confirm the bidder has three (3) years of experience installing, troubleshooting, and repairing 2 wire irrigation systems from the date the bid is due.

Complete and accurate reference information must be provided where indicated on the Bid Form #2. The Authority will contact references to verify the Bidder has three years of experience installation, troubleshooting and repairing 2-wire irrigation systems.

- 3) Bidder must provide references that confirm the bidder has three (3) years of experience in commercial grounds maintenance.

Complete and accurate reference information must be provided where indicated on the Bid Form. The Authority will contact references to verify the Bidder has three years of experience performing commercial grounds maintenance services.

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 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 Authority intends to award to two (2) responsive and responsible Bidders, assigning a status of Primary to service Area 1, Area 2, Area 3, Area 4, Area 5, and Area 6 and a status of Secondary to service Areas 1, Area 2, Area 3, Area 4, Area 5, and Area 6. The award will be made to the Bidder(s) having the lowest grand total base bid for servicing all areas (1-6).

The successful bidder designated as Primary will be the Authority's first contact for the assignment of the work required under the Service Provider Agreement. If the Primary is unable to fulfill the Authority's needs for one or more areas or meet the timelines required, the Secondary is the next order of contact. Additionally, the primary/secondary selection order may be changed at any time during the term of the Service Provider Agreement in the event of deficient or non-compliant performance, at the Authority's sole discretion.

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

The lowest, responsible Bidder will mean 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 that 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 will not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

B.04 BID PRICES

All bid prices submitted in response to this solicitation must be fixed, firm net pricing inclusive of all charges, fees, and incidentals necessary to provide the goods and/or perform the services that are the subject of this RFB. Pricing will remain firm for the initial term of the contract. Pricing for the renewal period(s) may be adjusted if requested by the Provider and agreed to by the Authority. Pricing will only be adjusted if Provider demonstrates to the satisfaction of Authority that increases or decreases in expenses have occurred regionally or in the industry since the Effective Date of the resulting Agreement. Authority may exercise the option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the initial term.

B.05 TERM OF SERVICE PROVIDER AGREEMENT

The initial term of the Agreement is for two (2) years. The Authority will have the option to renew the term of this Agreement based on Provider's satisfactory performance upon the same terms and conditions, for up to two (2) additional two (2) year terms.

B.06 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.07 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.

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

The successful Bidder shall 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.08 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 shall 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 shall 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 shall 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 shall 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.09 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.10 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 SERVICES

C.01 PURPOSE

The purpose of this Request for Bid is to establish requirements of a comprehensive and systematic approach to maintaining and enhancing the aesthetic appeal, ecological balance, and overall landscape quality of designated areas within Page Field airport premises.

The objective of the Authority is to ensure the consistent upkeep of green spaces, plant life, and irrigation systems, contributing to a visually appealing environment for travelers, public, and visitors. The landscaping Provider plays a crucial role in promoting the airport's positive image, environmental sustainability, and overall well-being by adhering to these established standards. Through the agreement resulting from this Request for Bids, the Provider is required to foster a welcoming and aesthetically pleasing atmosphere while promoting the health and longevity of the airport's natural surroundings. All items/services to be provided or performed must be in full accordance with the requirements of the RFB and any agreement entered into with the Authority.

C.02 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 the Centralized Receiving and Distribution Center; expanding Chiller Plant Facility; as well as other associated terminal facilities, landside and airside improvements. The completion of Concourse E is currently planned for late 2027.

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

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.03 SCOPE OF WORK

The successful bidder(s), referred to herein as Provider(s), is/are obligated to uphold the highest standards in the maintenance of all landscaping pertaining to the specified areas on the airport premises:

Area 1 - Page Field North and Fuel Farm

This designated area encompasses diverse native and non-native species and commences beyond the Lee County EMS facility entrance on North Airport Road. Area 1 includes all associated landscaping at 4700 Terminal Drive, as well as the landscaping along the entrance and exit roads. The scope extends to approximately 65 feet of North Airport Road frontage, reaching up to Gate 3 at the terminus of North Airport Road. Furthermore, the scope of services covers all landscaping related to the fuel farm situated at 2640 North Airport Road. Both landside and airside work fall within the purview of this area, which spans approximately 10.6 acres. Counts and measurements are approximate and should be verified by the bidder, as they are not warranted. The irrigation system in this area comprises one (1) Hunter ICC 800 controller with 15 irrigation zones, all equipped with spray heads. While the Area 1 illustration in Part D provides a general depiction of the area, it is attached for reference purposes only.

Area 2 - East Perimeter Road

The defined area comprises a hedge and grass berm spanning approximately 900 feet. Area 2 features 357 green buttonwood plants arranged in a mulched bed, a second hedge row containing 40 fire bushes, and a 1.0-acre field of grass around a picnic area. Airside work is encompassed within this area, covering approximately 2.0 acres. Counts and measurements provided are approximate and should be verified by each bidder, as they are not warranted. The irrigation system for this area includes one (1) Hunter Pro-C controller managing 3 zones, all equipped with dripline irrigation. While the Area 2 illustration in Part D provides a general depiction of the area, it is attached for reference purposes only.

Area 3 - Danley Drive

Commencing just west of the Ten Mile Canal, this region extends westward along Danley Drive, concluding just east of 207 Danley Drive. Encompassing a variety of native and non-native species, including primarily cocoa plum and fire bush hedges, along with cabbage palms and landscaped beds at 607 Danley Drive, both landside and airside work are integral components of this area. The irrigation infrastructure in this zone is managed by two (2) Hunter Node controllers overseeing 2 zones, all equipped with spray heads. Area 3 covers approximately 4.2 acres, and provided counts and measurements are approximate, not warranted, and should be validated by each bidder. While the Area 3 illustration in Part D provides a general representation of the area, it is attached for reference purposes only.

Area 4 - South Road

This zone initiates at the observation area just west of 207 Danley Drive and extends along South Road up to the intersection with US 41. Various segments of this region encompass landscaped beds and grass on both sides of the road, featuring a mix of primarily native plant species. Work within this area is limited to the landside. Area 4 encompasses approximately 2.0 acres. The irrigation system for this zone is managed by one (1) Hunter Pro-C controller overseeing 12 zones, including ten (10) dripline zones and two (2) bubblers. While the Area 4 illustration in Part D provides a general illustration of the area, it is attached for reference purposes only.

Area 5 - Perimeter Fence

Ensure the upkeep of the entire exterior perimeter fence line using a combination of mowing, string trimming, and herbicide application. While the Area 5 illustration in Part D provides a general depiction of the area, it is attached for reference purposes only.

Area 6 - Base Operations Terminal Area

Base Operations Terminal Area: This designated space comprises around 700 trees and 7,400 shrubs, showcasing a diverse range of native and non-native species. It extends from an area just north of the Runway 5 blast fence along US 41, continuing along Fowler to North Airport Road. Both landside and airside work fall within the scope of this area, covering approximately 9.7 acres. Counts and measurements are approximate, not guaranteed, and should be confirmed by the bidder. The irrigation system in this area is managed by one (1) Rain Bird ESP-LXD controller overseeing 36 zones, including six (6) popup spray head zones, nineteen (19) dripline zones, and nine (9) bubbler zones. The irrigation system runs from the corner of 41 to North Airport Road. While the Area 6 illustration in Part D provides a general depiction of the area, it is attached for reference purposes only.

The Scope of Work for all Areas includes the following: mowing, edging, string trimming, weed prevention, and removal, pest and disease eradication, pruning and trimming of plants, trees, and grasses, fertilization, mulching, irrigation maintenance and repair, and general clean-up.

Additionally, for fence sections not covered in the aforementioned areas 1-6, mow a minimum of ten (10) feet out from the fence.

C.04 GENERAL SPECIFICATIONS FOR ALL AREAS

Mowing

Bahia is to be mowed weekly April through October and every other week November through March. Any trash or debris shall be picked up to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3 ½) to four (4) inches and uniform with no scalping. Edge as needed. All edged areas must be left free of grass and debris.

String Trimming

String trim each visit all areas inaccessible by mower, including fence line. Provider must not damage existing plants.

Clean-up

Clear all grass clippings as a result of mowing, edging, and string trimming from all paved areas and sidewalks.

Pruning

Prune all varieties of plants/shrubs three (3) times annually in the months of March, July, and November. Plants shall be neatly pruned or clipped to maintain their natural character and intended size. All pruned/clipped vegetation shall be removed. Prune all ornamental trees once annually in the month of April. This activity shall be overseen by a certified arborist. Trees shall be neatly pruned or clipped to maintain their natural character and to avoid growing onto sidewalks, driveways, and buildings. All pruned/clipped vegetation shall be removed. Prune and/or trim to keep plants/trees from growing into or onto sidewalks, paved areas, buildings, and fences.

Palm Frond Removal

During each visit, eliminate all brown or hanging palm fronds up to a height of 14 feet. Once annually in the month of April, conduct a comprehensive pruning of all palms, disregarding their height, by removing old boots and trimming them to a "9 o'clock and 3 o'clock" position. Please refer to the illustrations in Part D for the designated palm trimming area. Remove any fronds extending over or touching buildings each visit. Avoid implementing "hurricane cuts."

Weed Control

Beds are to be maintained weed-free. Weeding shall be performed by hand pulling or application of appropriate chemicals as needed. All weeds inside or touching plant material will need to be hand-pulled and not sprayed. Grasses, plants, shrubs, and trees that are lost due to chemical overspray shall be replaced by the Provider at no cost to the Authority.

Pest/Disease Prevention and Eradication

Inspect for pests and diseases each visit and notify the owner of any infestation. Perform pest and disease prevention and eradication of ants, chinch bugs, webworms, other insects, fungi, and other disease/infestations as necessary. Grasses, plants, shrubs, and trees that are lost due to insufficient prevention and/or eradication shall be replaced by Provider at no cost to the Authority. At least once per month, an inspection must be performed by a Certified Pest Control Operator (CPCO). The CPCO must submit a written report of the inspection to the Authority within thirty (30) days from the date of the inspection.

Note: Provider may perform certain specialized services under the resulting agreement to include insect control, weed control, and fertilization through the use of a properly certified and licensed subcontractor. Each subcontractor must be approved by the Authority prior to providing such services.

Mulch

Dead leaves and other debris shall be removed from the mulch in the terminal area landscaped beds and parking lot islands during each visit.

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. In Areas 2, 3, & 4, apply Provider supplied fresh mulch once annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager.

Mulch will be applied annually in December.

Equipment and Materials

The Provider is responsible for the complete performance of all work under the Contract, including furnishing all materials, tools, apparatus, and equipment of every description used in connection therewith, unless specifically stated otherwise in this scope of services.

All equipment used shall be clean, in good working order, free of oil and fluid leaks. Trucks and transport equipment that will be used airside must display an easily identifiable company name and/or logo and have an operational amber beacon.

The Provider will ensure that equipment used in the performance of work is equipped with all safety accessories and equipment required to perform the work safely and without risk of injury or damage to property. All equipment and safety accessories must be operable at all times. All expenses incurred in securing and/or maintaining equipment used to perform this scope of services is the responsibility of the Provider.

All materials used throughout the term of the Agreement will be supplied by the Provider. Supplies will include but not be limited to fertilizers, chemicals, mulch, replacement plants, fuel, lubricants, trash bags, etc. The Provider will replace and plant any plants damaged as a result of maintenance activities of the Provider, at the Provider's expense. For plant replacement considered acts of God, the Provider may supply time and material pricing for plant replacement. All plant replacements require prior approval from the Authority.

Fertilization

Fertilize all Floratam grass, plants, shrubs, and trees three (3) times yearly to maintain a lush and healthy appearance. Fertilizer shall be applied in February, May, and November. No fertilizer allowed June 1 to September 30 per Lee County Ordinance 08-08. Fertilizer to be used around plants, shrubs, and trees: 8-2-12 + 4% Mg and Micronutrients (Palm Fertilizer). Fertilizer for Floratam will be selected by the Provider. Application shall be overseen by a certified BMP lawn care professional. Grasses, plants, shrubs, and trees that are lost due to insufficient fertilization shall be replaced by the Provider at no cost to the Authority.

Irrigation Repairs

Provider is responsible for repair to any part of the irrigation systems as a result of damage caused by their employee(s) at no additional cost to the Authority.

Irrigation systems must be checked weekly by the Provider for proper operation and in accordance with the South West Florida Water Management District (SWFWMD) restrictions, and the timer programmed accordingly to maintain the proper amount of water to the various plants, grasses, and trees. Any part of the irrigation system that is found to be defective or in need of repair shall be reported to the Authority immediately.

Conduct a monthly inspection of irrigation zones to check for leaks, assess valve operation, and ensure correct dripline and spray functionality. Within forty-eight (48) hours of completing each monthly irrigation inspection, Provider must submit a report detailing recommended repairs and general observations to the Authority. Costs for monthly inspection and reporting must be included in the bidder's price bid for each area.

Irrigation systems repairs that are identified through the monthly inspection will be reviewed by the Authority. Irrigation system repair work is not considered part of the base bid and will not be used in evaluating the base bid. However, at the Authority's option, Provider may be asked to supply time and material pricing for irrigation repairs for Authority's future consideration. Compensation for all irrigation repairs authorized by the Authority to be performed must be based on the labor and material pricing indicated on the bid form.

Site Schedule

The Provider must complete all site visit mowing and pruning one (1) day a week, between the hours of 7:00 a.m. and 4:30 p.m. The Provider will schedule all mowing and pruning visits on Tuesday, Wednesday, or Thursday and maintain that day of the week throughout the contract, weather permitting. The Provider may request switching days of the week, but it must be approved by the Page Field Manager. The preferred service day of the week is Wednesday.

Account Manager

Provider must designate an account manager as a direct point of contact for all matters related to the contract. The Account Manager will meet once per month with the Authority's representative for a site evaluation. All work to be performed will be coordinated and scheduled between the Account Manager and Project Manager.

Site Supervisor

Provider is to provide a Site Supervisor to be the point of contact for the Authority while Provider is on site. Site Supervisor must be conversant in English.

Licenses/Certifications

Provider shall provide documentation verifying that it holds all required herbicide and pesticide licenses. No limitations on herbicides or pesticides to be used. Provider is to follow state and local regulations with the use of herbicides and/or pesticides. The Authority shall also be provided with all safety data sheets (SDS) for chemicals used on site. Provider shall have a certified arborist on staff or subcontracted and provide documentation of such.

Appearance

All personnel must wear easily identifiable company uniforms and safety vests or sashes when working on airport property. Uniforms should be neat in appearance.

Safety/Security

A certain amount of the scope of work is located inside the secure perimeter fence (airside). Any personnel working airside will need to undergo training provided by the Authority. Only those employees who successfully pass the training will be permitted to work airside. Any employee who creates a safety or security concern may be retrained or removed from airport property. This decision rests solely with the airport's Director of General Aviation or designee.

Before digging the successful Bidder must ascertain the location of all drains, electrical cables, conduits, utility lines, supply lines, and other subsurface structures. The successful Bidder is responsible for contacting Sunshine Locating Services at 811 or 1-800-432-4770 and LCPA for locations so proper advance owner notifications and precautions may be taken to avoid disturbing or damaging any of these elements or improvements. The successful Bidder shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to LCPA.

Invoicing/Billing

Invoicing shall be monthly for work performed the previous month. Invoices shall be itemized and must detail the work performed, material used, and man-hours expended.

Addition of Maintenance Areas

The Authority's Project Manager may add additional maintenance areas to the Scope of Work. Additions will be priced separately using the unit price per square foot amount listed on the bid form and may be implemented at a future date at the sole discretion of the Authority. The Scope of Work for additional areas includes but is not limited to the following: mowing, edging, string trimming, weed prevention, and removal, pest and disease eradication, pruning and trimming of plants, trees, and grasses, fertilization, mulching, irrigation maintenance and repair, and general clean-up.

The Authority reserves the right to suspend a maintenance area or request the resumption of service to a previously maintained area, at any given time during the term of the Contract.

Provider will commence maintenance of any new maintenance area after execution of the written contract amendment authorizing such work.

At the Project Manager's discretion, maintenance areas may be deleted from the Agreement at any time, either for the remaining term of the Agreement or for any lesser duration. At the Project Manager's request, service to maintenance areas temporarily deleted shall be resumed for the original price bid and accepted by the Authority. The monthly fee for maintaining the deleted area or areas shall be deducted from the appropriate month's invoice based on the accepted bid price for the area(s) being deleted or suspended, for the time period such area(s) are not maintained.

The Authority's Project Manager will give the Provider thirty (30) calendar days written notice prior to deletion, addition, or suspension of any maintenance area for any given period of time.

C.05 ADDITIONAL SPECIFICATIONS FOR AREA 1

Soil Analysis and Amendments

The Provider will conduct two (2) soil analyses annually, September and March, in Area 1 Page Field North, encompassing both grass and planter beds. The costs for the soil analyses are to be included in the base bid. The results of these analyses will be presented to the Lee County Port Authority and utilized to formulate soil amendment recommendations. If certain plantings are struggling due to initial soil conditions, Provider must provide recommendations to replace existing plants with a variety more suitable to existing conditions and/or recommend soil amendment and suitable plant replacement. These soil amendments/plantings are not considered part of the base bid and will not be used in evaluating the base bid. However, at the Authority's option, Provider may be asked to supply time and material pricing for soil amendments/new plantings for Authority's consideration. Compensation for all soil amendments/new plantings authorized by the Authority must be based on the labor and material pricing indicated on the bid form.

Mulch

Dead leaves and other debris shall be removed from the mulch in the terminal area landscaped beds and parking lot islands during each visit.

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. Apply Provider supplied fresh mulch twice annually to maintain fresh appearance at a

depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager.

Mulch will be applied twice annually in December and June.

C.06 ADDITIONAL SPECIFICATIONS FOR AREA 6

This area includes Page Field's General Aviation Terminal and related facilities and is considered the "front door" to Page Field. As such, maintenance of this area is expected to be maintained at the highest level of immaculate and manicured to replicate standards one would expect at a high-end country club, resort, or community.

Mowing

Floratam is to be mowed weekly throughout the year. Any trash or debris shall be picked up to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3½) to four (4) inches and uniform with no scalping. Rake and remove clippings. Edge with mechanical edger each visit. Edge should be sharp, uniform, and consistent. Curbing, paved areas, sidewalks, landscape beds, and tree circles must be left free of grass and debris.

Note: All equipment must be cleaned prior to mowing Floratam. All Floratam will be mowed using a push mower. Riding mowers are not allowed on the Floratam.

Lake Perimeters

Perform weed eradication/prevention to maintain between 95%-100% weed-free conditions around the lakes and associated rip-rap by hand pulling and use of appropriate chemicals.

Soil Analysis and Amendments

The Provider will conduct two (2) soil analyses annually, September and March, in the Area 6 Base Operations building, encompassing both grass and planter beds. The results of these analyses will be presented to the Lee County Port Authority and utilized to formulate soil amendment recommendations. If certain plantings are struggling due to initial soil conditions, Provider will provide recommendations to replace existing plants with a variety more suitable to existing conditions and/or recommend soil amendment and suitable plant replacement. These soil amendments/plantings are not considered part of the base bid and will not be used in evaluating the base bid. However, at the Provider's option, Provider may supply time and material pricing for soil amendments/plantings for Authority's future consideration. All soil amendments/plantings are to be performed with prior approval from the Authority.

Mulch

Dead leaves and other debris shall be removed from the mulch in the terminal area landscaped beds and parking lot islands during each visit.

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. Apply Provider supplied fresh mulch twice annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager.

Mulch will be applied twice annually in December and June.

C.07 EMERGENCY LANDSCAPE SERVICES

Emergency landscape services may be requested by the Authority on an "as needed" basis following a manmade or natural disaster event. Provider is required to give the Authority priority and Contractor must be able to respond within four (4) hours of notice and achieve full mobilization within twelve (12) hours from the time notification was given by the Authority. Provider must have

enough labor, equipment, and materials on hand to handle emergency work and make all efforts to complete all work directed as soon as feasibly possible.

Services to include but are not limited to cleanup and removal of hanging/damaged limbs and branches or other vegetative debris, clearing and grubbing shall include all trees, stumps, brush, roots, vegetation, and logs included within scope of each task determined by the Authority. If a tree is severely damaged or poses a safety risk, it will need to be removed safely and expeditiously. Stump removal requires Contractor to backfill and grade the hole. Pruning and bracing must be performed when necessary to stabilize weakened trees and prevent further damage.

Emergency landscape services include proper disposal of all associated debris. Disposal and haul-off shall follow all applicable federal, state, and local regulating agencies for all yard waste at approved sites or facilities. Disposal of debris must be performed timely to prevent the occurrence of fire hazard or environmental contamination. The Authority is seeking a unit price per cubic yard for debris removal, which will include collection of debris, bundling, and removal of and transporting debris off-site. Disposal costs must initially be paid by the Provider; however, paid receipts and disposal tickets are to be provided to the Authority for reimbursement along with proof of proper disposal which is required prior to approval of any invoices.

Compensation for emergency landscape services work performed in accordance with this section will be made based on the daily rate price bid which includes one supervisor and three landscapers. Partial days may be billed in quarterly increments. A full day is considered to be 7:00 a.m. to 4:00 p.m. A quarter-day is 2.25 hours and will be compensated at 25% of the full-day price bid. A half day will be billable at 50% of the full daily rate bid price accepted and awarded by the Authority. Additional compensation will be made as necessary for additional labor requested by the Authority.

The Provider shall maintain, on a twenty-four (24) hour on-call basis, by cellular telephone, a staff sufficient to address emergency contingencies (hurricanes, tornados, floods, severe weather, etc.) that may arise. Provider is required to take before and after photographs of the areas being serviced and keep accurate records of services rendered for invoicing and insurance purposes.

In the event emergency irrigation system repair and/or restoration is needed, such services will be performed and compensated in accordance with C.04, Irrigation Repairs, set forth above.

Provider will employ and maintain a qualified supervisor at the work site who is knowledgeable of the health and stability of trees and able to direct the actions required to complete the work, having full authority to act on behalf of the Provider.

C.08 LIQUIDATED DAMAGES

All work that does not meet the standards set out in this scope of work must be corrected before the Authority will authorize payment. The Authority has the right to deny payment for any work or portion of work not completed per the terms outlined in the Agreement. The successful Bidder may be assessed liquidated damages for failure to complete the work within the scheduled time period or for failure to perform corrective work within seven (7) calendar days from the date of written notice from the Authority specifying the corrective work required. Liquidated damages shall be assessed or deducted from any amounts due to the successful Bidder of \$100.00 for each consecutive calendar day from the date of written notice until the work is completed in accordance

with the requirements herein to the satisfaction of the Authority. Liquidated damages will be assessed not as a penalty but are an estimate of damage to the Authority if the work is not completed timely. The work shall be deemed complete on the date the Authority accepts it.

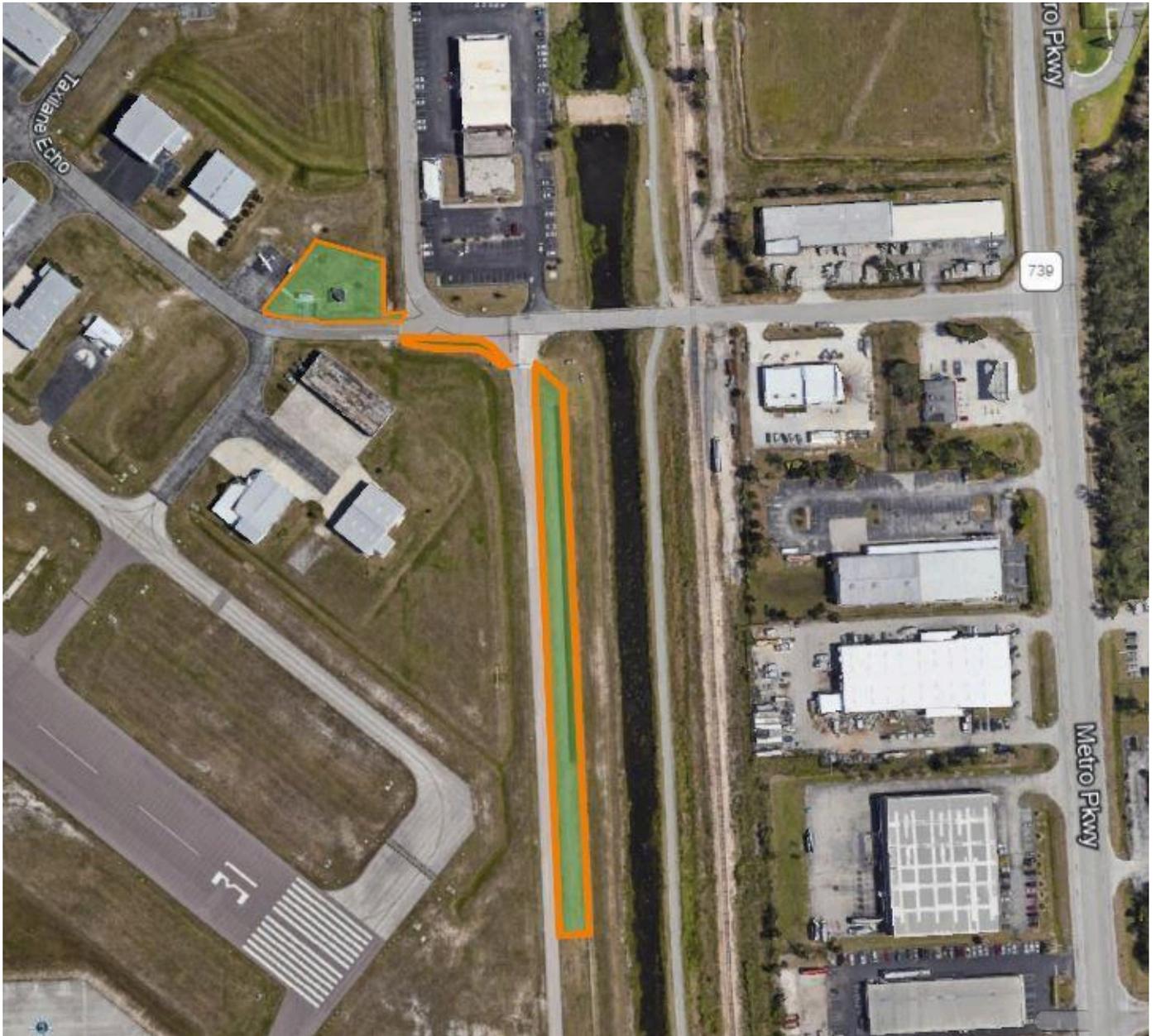
END OF PART C

PART D
PLANS, DRAWINGS, PHOTOGRAPHS

Area 1



Area 2



Area 3



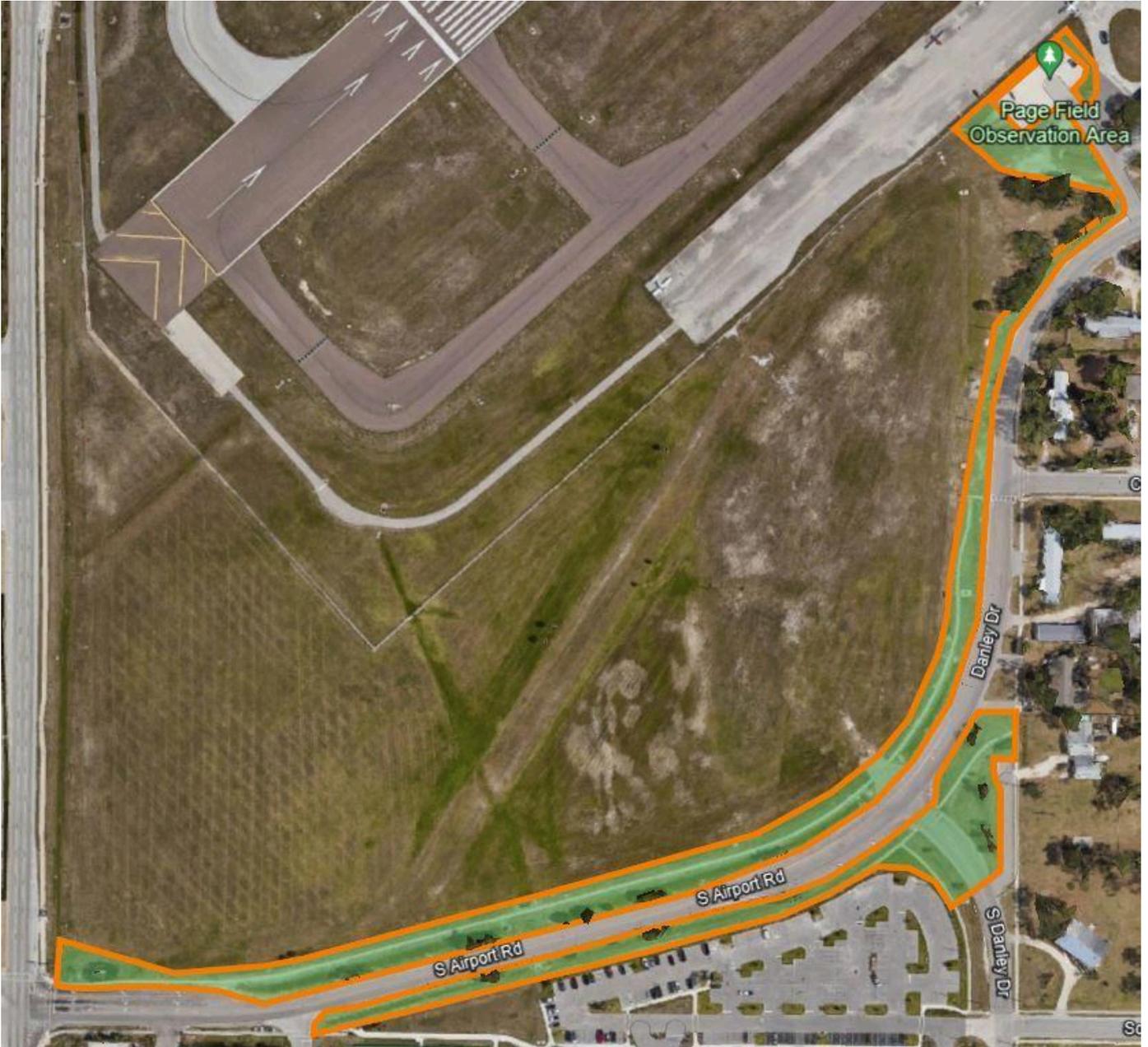
Area 3 East



Area 3 West



Area 4



Area 5



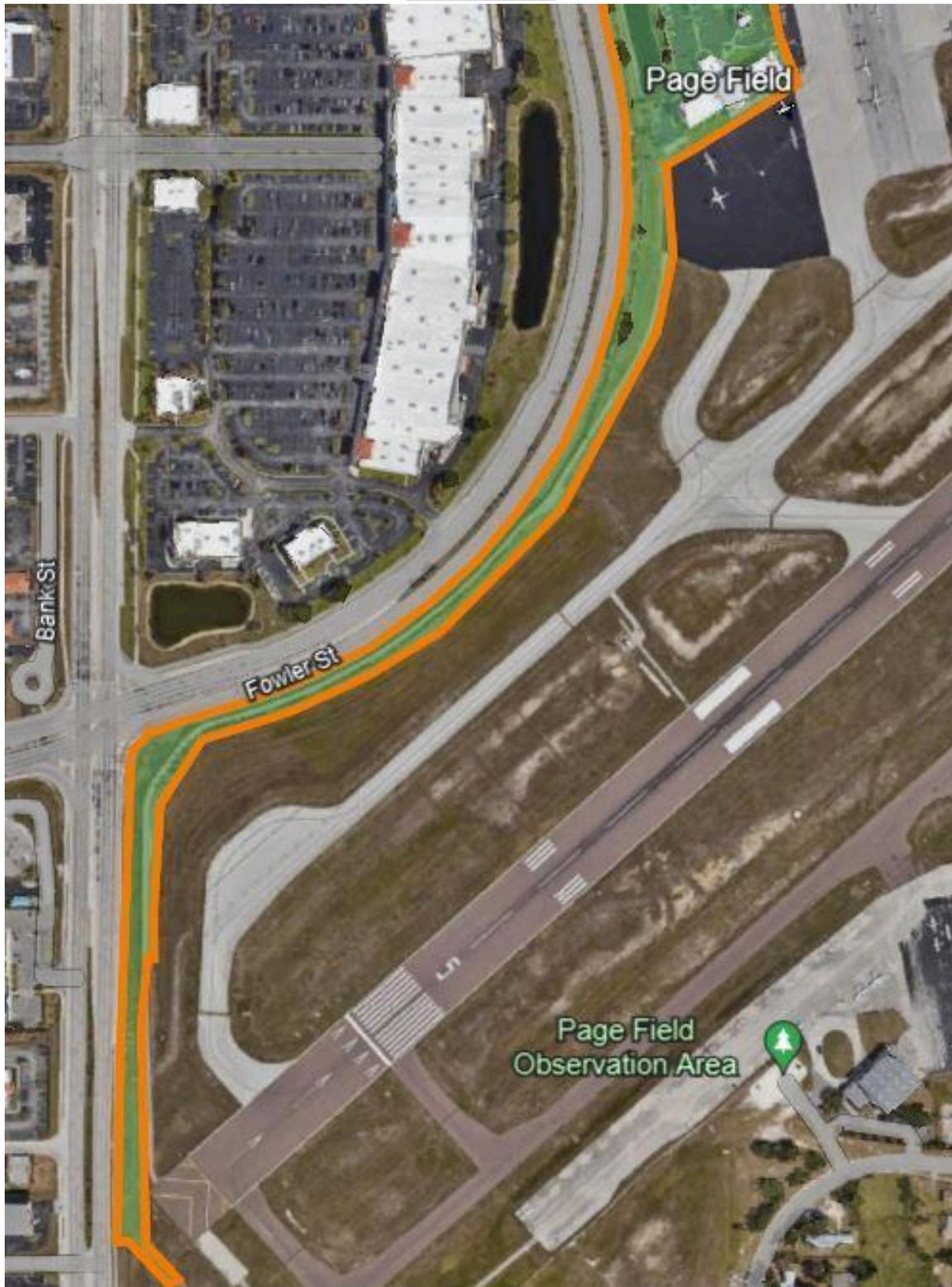
Area 6



Area 6 North



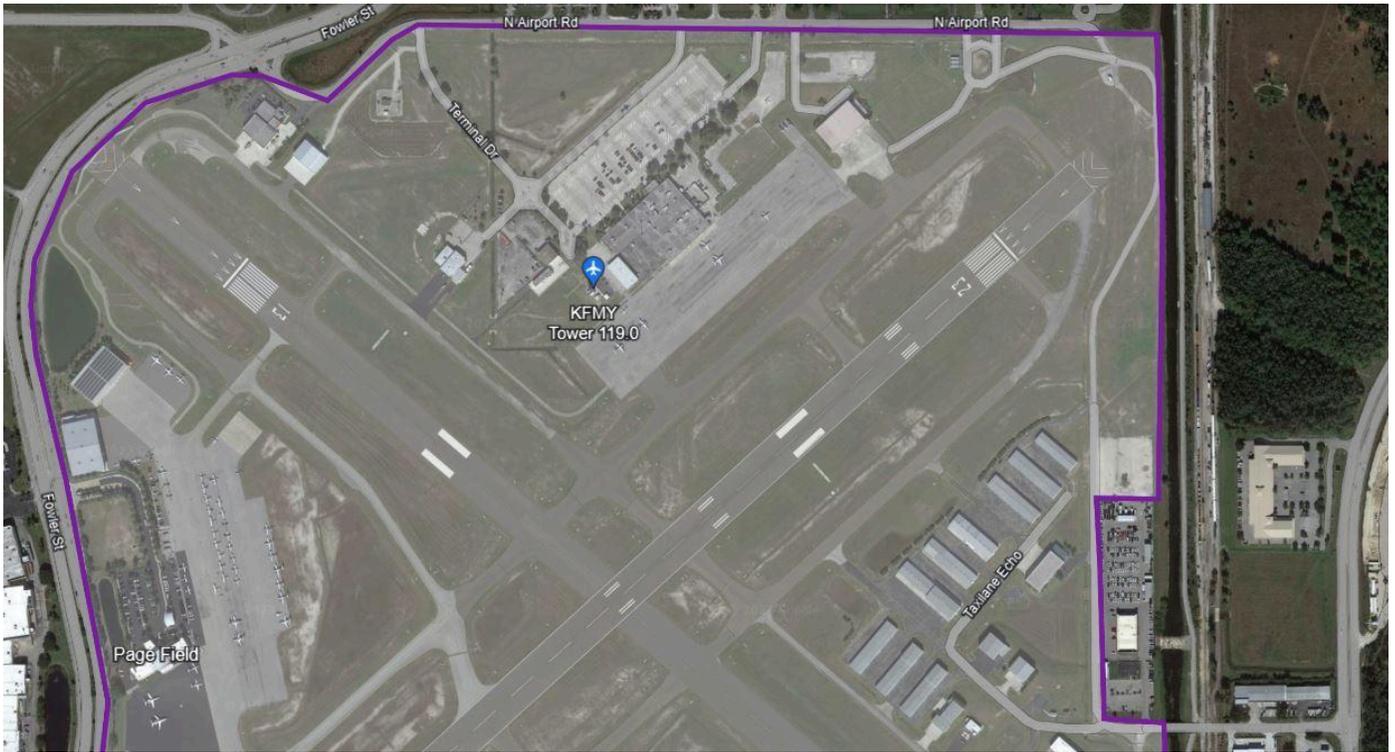
Area 6 South



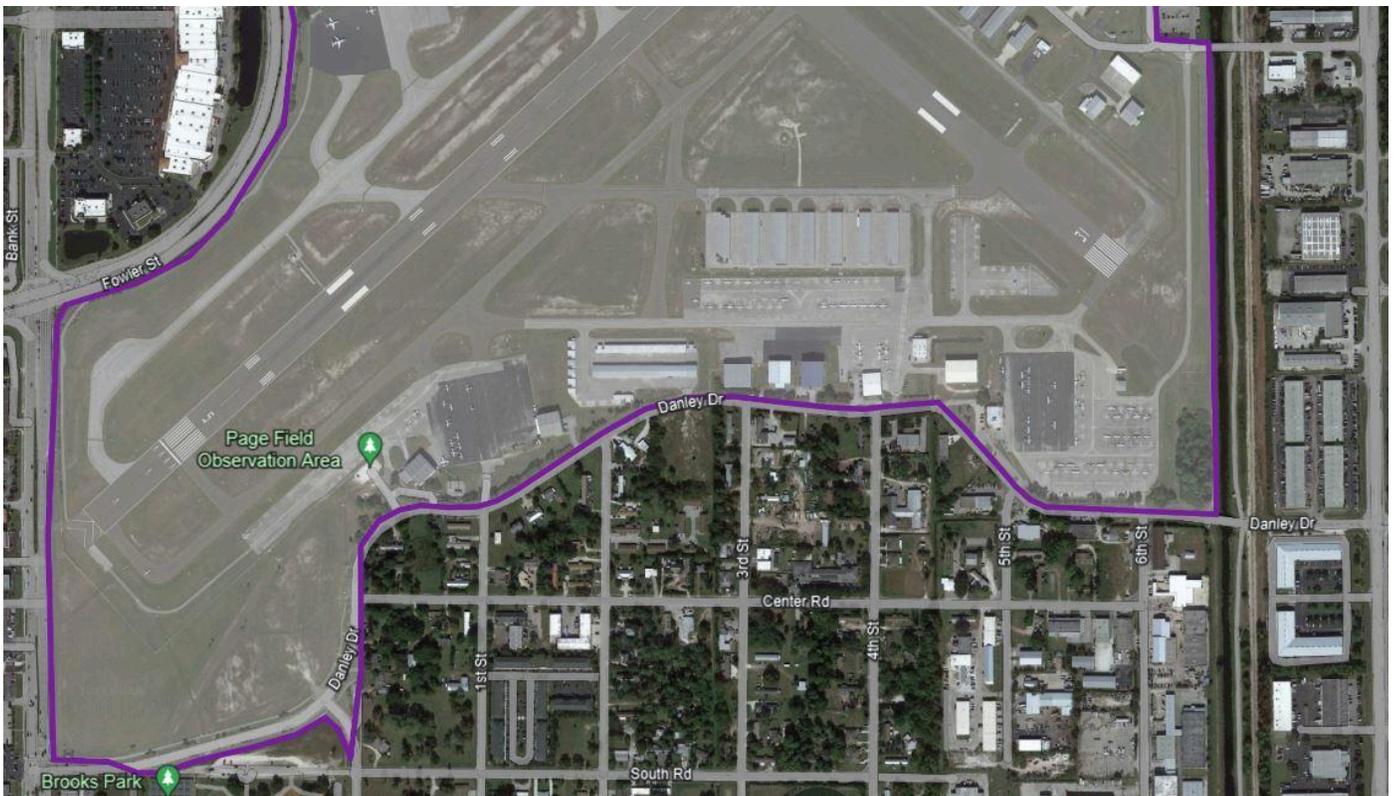
Palm Tree Trim Area - All palms within purple border



North Palm Trim Area



South Palm Trim Area



END OF PART D



PART E
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. 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:	\$1,000,000 Each accident \$1,000,000 Disease each employee \$1,000,000 Disease Policy Limit
<input checked="" type="checkbox"/> Worker’s Compensation:	Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.
<input 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 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	Successful Bidder (Provider) must maintain network risk & cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, notification costs & 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.
<input type="checkbox"/> Other Insurance Required	<div style="margin-left: 20px;"> <input type="checkbox"/> Liquor Liability 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. </div> <div style="margin-left: 20px;"> <input type="checkbox"/> Garage Keeper’s Liability 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. 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. </div> <div style="margin-left: 20px;"> <input type="checkbox"/> Aircraft Liability Coverage must be carried in limits of not less than \$5,000,000 each occurrence. </div> <div style="margin-left: 20px;"> <input type="checkbox"/> Warehouse Legal Liability 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. </div> <div style="margin-left: 20px;"> <input type="checkbox"/> Motor Truck Cargo Policy - per agreement <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 must be named as an additional insured on all policies except for workers’ compensation. The policy must be endorsed to include the following language “Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability

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

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the 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, Provider 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 Provider’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 Provider will supply the Authority with a certified copy of all applicable insurance policies.

Change in Coverage

The Provider 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 Provider fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the Provider.

Subcontractor’s Requirement

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

Sovereign Immunity

The Provider 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 Provider 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 Provider in the performance of any contract awarded pursuant to this solicitation.

The Provider 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 Provider 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 Provider's obligations to indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives, as stated in this section, will apply and extend to the performance of any services by Provider 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:

- Bid Guaranty:** *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 Provider is identified, the potential Provider 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 Provider 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 bond, irrevocable letter of credit, or security deposit in the amount of 100% of the total amount of the bid (**or in the amount of \$___**) 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 and prior to award of the Agreement. The performance guarantee must be in form and substance and issued by a surety that is acceptable to the Authority.

The purpose of the performance guarantee is to serve as a 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.

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

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

Performance bonds 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 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 Requirement** *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 and prior to the award of 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 the bond.
- c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.
- d. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

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

END OF PART E



PART F – FORMS
All forms must be submitted with the Bidder’s submittal

FORM 1: BIDDER’S CERTIFICATION

As an authorized representative of the Bidder, I certify that I have carefully examined the Request for Bids (RFB), which includes, at a minimum, instructions for bidders, special instructions and requirements, specifications/scope, and insurance and bond requirements.

I acknowledge incorporation of the following addenda and the cost, if any, of revisions are included in the prices bid:

Addendum #		Date:		Addendum #		Date:	
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Addendum #		Date:		Addendum #		Date:	
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I propose to hold pricing for at least 180 calendar days to allow the Authority time to properly evaluate this bid and make an award. I agree the Authority terms and conditions herein take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this RFB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this 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 E, Insurance, Indemnification, and Bond Requirements.

 NAME OF BUSINESS

 AUTHORIZED SIGNATURE

 NAME, TITLE, TYPED

 FEDERAL IDENTIFICATION #

 MAILING ADDRESS

 CITY, STATE & ZIP CODE

 TELEPHONE NUMBER / FAX NUMBER

 EMAIL ADDRESS



FORM 2: OFFICIAL BID FORM (1 of 3)

BIDDER'S NAME: _____

The undersigned, as "Bidder," having examined carefully the bid solicitation documents and being familiar with conditions affecting the goods to be offered and/or the services to be provided, agrees to furnish all labor, materials, equipment, and other incidental items, and services necessary in full accordance with the RFB and contract documents for:

Landscape Services at Page Field Airport

And, if awarded, Bidder agrees to provide the items for the unit pricing indicated below and as applicable, will complete all requirements within the time limits specified for the pricing awarded and provide all required warranties and guarantees:

BASE BID - FIXED MONTHLY RATE PER AREA		
Bid Item#	Description	Monthly Price
1	Area 1 - Page Field North and Fuel Farm	\$
2	Area 2 - East Perimeter Road	\$
3	Area 3 - Danley Drive	\$
4	Area 4 - South Road	\$
5	Area 5 - Perimeter Fence	\$
6	Area 6 - Base Operations Terminal Area	\$
Grand Total (Areas 1 - 6) Per Month		\$

(Written Grand Total)



FORM 2: OFFICIAL BID FORM (2 of 3)

ADDITIONAL BID ITEMS			
Bid Item#	Description	Unit of Measure	Unit Price/Markup
1	Addition of Maintenance Areas	Square Foot	\$
2A	Irrigation Repairs	Hourly Labor Rate	\$
2B	Irrigation Repairs	Material Markup Percentage over cost	%
3A	Soil Amendments/New Plantings	Hourly Labor Rate	\$
3B	Soil Amendments/New Plantings	Material Markup Percentage over cost	%
4A	Emergency Services Daily Rate (7:00 a.m. to 4:00 p.m.): (1) Supervisor and (3) Laborers with necessary tools and equipment	Daily Rate	\$
4B	Emergency Service Equipment Rental	Material Markup Percentage over cost	%
4C	Emergency Services Debris Removal/Disposal	Per Cubic Yard	\$
4D	Emergency Work Labor Hours for Additional Supervisor	Hourly Labor Rate	\$
4E	Emergency Work Labor Hours for Additional Laborer	Hourly Labor Rate	\$



FORM 2: OFFICIAL BID FORM (3 of 3)

Bidders must demonstrate that the qualifications, including experience with two wire irrigation systems and commercial grounds maintenance, set forth in Part B have been met. Each Bidder must provide the information requested below. 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 inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder's response and may affect the Authority's responsibility review.

Reference Information

1. _____
 REFERENCE CONTACT NAME REFERENCE CONTACT TITLE

_____ REFERENCE CONTACT EMAIL _____ REFERENCE CONTACT PHONE

_____ COMPANY NAME _____ DESCRIPTION OF SERVICES PROVIDED

2. _____
 REFERENCE CONTACT NAME REFERENCE CONTACT TITLE

_____ REFERENCE CONTACT EMAIL _____ REFERENCE CONTACT PHONE

_____ COMPANY NAME _____ DESCRIPTION OF SERVICES PROVIDED

3. _____
 REFERENCE CONTACT NAME REFERENCE CONTACT TITLE

_____ REFERENCE CONTACT EMAIL _____ REFERENCE CONTACT PHONE

_____ COMPANY NAME _____ DESCRIPTION OF SERVICES PROVIDED

- By checking this box, I certify that I have read and understand the Insurance Requirements set forth in Part E - Insurance, Indemnification and Bond Requirements.**
- By checking this box, I certify that I have the qualifications and experience with two wire irrigation systems and commercial grounds maintenance, set forth in Part B.01 - Minimum Qualifications**



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 RFB 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]

PART G

FEDERAL AVIATION ADMINISTRATION SOLICITATION PROVISIONS AND CERTIFICATION FORMS

Federal laws and regulations require that a Sponsor (recipient of federal assistance) include specific clauses in certain contracts, solicitation, or specifications regardless of whether or not the project is federally funded. The Federal Aviation Authority (FAA) Solicitation Provisions for Sponsors and Airport Improvement Projects applicable to this solicitation are referenced in the table below. **The table illustrates the dollar threshold and solicitation type the solicitation provisions and certification forms are applicable to this competitive solicitation.**

Reference	Solicitation Provision Description	Applicability	Dollar Threshold
FAA – 06	Civil Rights – Title VI Assurances	A6.3.1 Solicitation Notice for all negotiated agreements regardless of funding source. All AIP funded solicitations	ALL
FAA – 11	Debarment and Suspension	A11.3.1 Lower Tier Contract Certification	25,000.00
FAA – 17	Federal Fair Labor Standards	A17.3 Federal Fair Labor Standards Certification for all solicitation types	0.00
FAA – 18	Lobbying and Influencing Federal Employees	A18.3 Certification Regarding Lobbying for all solicitation types valued at \$100,000 or more	100,000.00
FAA – 24	Tax Delinquency and Felony Convictions	A24.3 Tax Delinquency & Felony Convictions Certification for all solicitation types	0.00



FORM 6: A6.3.1 TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

_____	_____
Date	Signature
_____	_____
Company Name	Title

A11.3.1 CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.



FORM 7:
A17.3 FEDERAL FAIR LABOR STANDARDS ACT
(FEDERAL MINIMUM WAGE)

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

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

Date

Signature

Company Name

Title



FORM 8:

A18 CERTIFICATION REGARDING LOBBYING

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, subgrants, 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.

_____	_____
Date	Signature
_____	_____
Company Name	Title



FORM 9:

A24.3 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFERER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The offeror must complete the following two certification statements. The offeror must indicate its current status as it relates to tax delinquency and felony conviction by inserting a check mark (✓) in the space following the applicable response. The offeror 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 offeror represents that it is () 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 offeror represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note - If an offeror responds in the affirmative to either of the above representations, the applicant 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 offeror therefore must provide information to the Authority about its tax liability or conviction to the Authority, 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 U.S.C. § 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