



**REQUEST FOR BIDS (RFB) 24-0019MC**  
**for**  
**Purchase of Diesel and Unleaded Fuel for Lee County Port Authority**

**RELEASED: April 22, 2024**

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

**NON-MANDATORY PRE-BID MEETING**  
**Thursday, May 2, 2024 at 10:00 a.m., local time**

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

**BIDS DUE IN IONWAVE**  
**Thursday, May 23, 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 4.4  
and Part A.20 & B.02 for more information.

**Authorized for Release: MW**

## **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](http://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**

- ☒ A NON MANDATORY PRE-BID MEETING has been scheduled for **Thursday, May 2, 2024 at 10:00 a.m., local time**. The meeting will be conducted remotely through Google Meets. Potential bidders are encouraged to attend the virtual pre-bid meeting. Attendees 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. The pre-bid meeting may only be attended remotely through Google Meets. To access the meeting use this link:

Remote Meeting ID/Phone: <https://meet.google.com/ttw-gibk-gjr>  
Phone: (US) 413-679-0132 - PIN: 785 279 800#

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 until Thursday, May 23, 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 deadline to be missed. **Bids will be opened publicly. The bid opening may be viewed through Google Meets by accessing the following link:**

Remote Meeting ID: <https://meet.google.com/fge-qvom-xgo>  
or dial: (US) 413-418-0556  
PIN: 337 977 363#

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](http://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 proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to the 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](http://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 the 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 responsive, and responsible Bidder in accordance with the basis of award.

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 it is contracting has knowingly violated section 448.09(1), Florida Statutes (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States), the successful Bidder must terminate the contract with

the subcontractor. Failure to do so will result in termination of the agreement by the Authority.

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

**A.36 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.

**Bidder is to provide documentation of the registration and status; however, the Authority reserves the right to verify registration.**

- 2) Bidders must maintain current and active fuel supply contracts at the fuel depots at either, or both, Port Everglades and the Port of Tampa.

**Bidders must include proof of fuel supply contracts with their bid or provide this information within 3 business from the Authority's request.**

- 3) Bids will be accepted only from those fuel companies that have a base location within the state of Florida, own tank wagons, and fixed reserve tanks to provide timely fuel services to the Port Authority during both normal and emergency operations. Bids from companies that rely upon common carriers for fuel delivery will not be accepted.

**Bidders are requested to provide documentation that confirms these requirements are met; however, the Authority reserves the right to verify the information.**

#### **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 award will be made to the responsive and responsible Bidder having the lowest vendor markup amount per gallon.

The lowest, responsible Bidder will mean that Bidder who makes the lowest vendor markup 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**

Bid prices shall be based upon "OPIS" (Oil Price Information Service), plus vendor markup amount per gallon to arrive at a firm fixed base price per gallon. Vendor(s) markup may include the vendor's profit, delivery costs, and other vendor overhead costs. The markup shall not change during the term of the agreement and renewal periods. State and federal pollution taxes are not to be included in the markup offered and are not indicated in the bid pricing.

The "Base" price per gallon will be filled in by the vendor and will be based upon the rack average Tampa, Florida price as reported in OPIS on April 30, 2024 at 10:00 a.m.

#### **B.05 BLANKET PURCHASE ORDER**

A blanket purchase order will be generated by the Authority and provided to the successful Bidder and the goods and/or services will be ordered on an as-required basis. Invoices must contain the purchase order number. No orders may be fulfilled unless a valid purchase order exists.

#### **B.06 TERM OF SERVICE PROVIDER AGREEMENT**

The initial term of the Agreement is three (3) years. The Authority will have the option to renew the term of this Agreement based on Provider's satisfactory performance upon mutual consent upon the same terms and conditions, including pricing for two (2) additional two (2) year terms. Vendor markup will remain firm for the initial term and for any renewal periods.

#### **B.07 QUALITY GUARANTEE / WARRANTY**

The successful Bidder will warrant any product that does not meet performance representations or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed. The successful Bidder will be required to replace the faulty products within a reasonable time frame as agreed to by the successful Bidder and the Authority, at no expense to the Authority.

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

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

**B.08 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.09 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.10 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, understand and carry out instructions, and have 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.11 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 Lee County Port Authority intends to enter into an agreement with a single vendor to supply and deliver Diesel and Unleaded Fuel on an as-needed basis, including during emergencies, for three (3) years with an option reserved to the Authority to renew for two (2) additional two (2) year terms. Services under the anticipated agreement are expected to commence on or about January 16, 2025.

The purpose of this bid is to obtain fuel at competitive rates with a proven supplier that has access to substantial volumes of petroleum products from nearby ports via contractual allocations or direct ownership and has delivery capabilities to ensure business continuity and prompt convenient service.

These specifications set forth the requirements of the Lee County Port Authority (hereafter referred to as "Authority") for furnishing and delivering unleaded gasoline and diesel fuel at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida.

#### **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](http://flylcpa.com).

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

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

### **C.03 SCOPE OF WORK**

Provider must supply and deliver Diesel and Unleaded Fuel to the Authority as needed, including during emergencies, commencing on or after January 16, 2025. Provider must supply fuel at competitive rates. Provider must have access to substantial volumes of petroleum products from nearby ports via contractual allocations or direct ownership and have delivery capabilities to ensure business continuity and prompt convenient service to the Authority.

The quantities listed on the bid form are approximate. The Authority reserves the right to purchase increased or decreased quantities, as needed to meet its needs.

Authority may have future requirements for ethanol and ethanol free fuels. Pricing for ethanol and ethanol free may be negotiated between the Provider and the Authority as these products become available in our area should the Authority require them. If the pricing for ethanol and ethanol free products is acceptable to the Authority, the Agreement between Authority and Provider may be amended, in writing. All remaining terms and conditions contained in the resulting agreement will remain unchanged and pertain to all future purchases of ethanol and ethanol free fuels.

#### **Projected Annual Requirements**

The quantities listed below are approximate and are provided as a general estimate of supply requirements. The Authority reserves the right to order such quantities as may be required during the agreement period, but no guarantee is made as to any minimum or maximum amounts.

#### **Estimated Annual Usage**

- Unleaded Gasoline - 270,000 gallons
- #2 Premium Ultra Low Sulfur Diesel, On Road (Non-Dyed) - 31,000 gallons
- #2 High Sulfur Diesel, Off-Road (Dyed) - 7,500 gallons

Authority reserves the right to modify the product specifications to comply with any future mandates.

#### **Fuel Requirements:**

Quality motor fuel is required; contaminated and/or degraded fuel will not be acceptable. The fuel to be provided under the Agreement must meet the following requirements:

1. The supplied gasoline shall be visually free of undissolved water, sediment, and suspended matter. It shall be clear and bright at ambient temperatures. Anti-knock index levels, defined as the average of the research octane number and motor octane number ( $R + M/2$ ) shall be 87 octane. ASTM standard specifications for automotive gasoline (D439-84 or latest revised ASTM standard or other as dictated by the Port Authority on an on-going basis) shall prevail in case of dispute of quality. Ethanol rating/content: E10 is the maximum - E15 fuels are not acceptable under the Agreement.
2. The #2 diesel fuel supplied shall conform to ASTM D975-81 (or latest revised ASTM standard or other as dictated by the County on an ongoing basis).
3. All fuel (gasoline and diesel motor fuels) shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as a fuel in internal combustion engines.
4. All fuel and fuel products shall meet or exceed State of Florida specifications found at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=5J-21>.
5. Non-approved additives are prohibited from all products. Octane rating may not be achieved by the addition of an octane booster additive of any sort after the refinery process.



Certifications of Analysis certifying that all fuel and fuel products being purchased under any resulting term agreement meet the product specifications referenced in these technical specifications may be required at any time.

### Order and Delivery Requirements:

The Provider must provide notice of delivery to ensure when the fuel is delivered a Port Authority employee will be present. The delivering driver will meter the product into the tanks, sign and furnish a delivery ticket with the beginning and ending meter readings to the Authority. Optional metering arrangements may be considered if based on state-certified metering systems or state-calibrated tanks.

Deliveries are expected within twenty-four (24) hours from the time the Port Authority places the order, to assure continuity of on-going operations. If Provider cannot deliver the requested fuel, as specified in this Agreement, within twenty-four (24) hours of receiving the order, Provider must notify the requesting department immediately by email. The Port Authority reserves the right to purchase fuel from the secondary vendor. Failure to notify the Port Authority or multiple instances of late or incorrect deliveries shall be grounds for immediate termination of the Agreement.

Deliveries shall be made to the Port Authority between the hours of 7:00 a.m. to 2:30 p.m., Monday through Friday unless other arrangements are made with the Port Authority Fleet Management. Deliveries made to in-ground tanks shall include removal of any accumulated or standing water in spill containment buckets to prevent the water from entering the tank when opening the fill cap.

There shall be no minimum quantities for tank wagon orders or any type of minimum order charges above those specifically stated in this Agreement. Deliveries will be made with trucks owned by the Provider. Common carrier deliveries may be accepted during times of emergency with prior approval of the Fleet Management. Billings for all deliveries shall be based on actual meter readings.

### Product Locations and Storage Capacities:

The following is a list of current and anticipated primary delivery locations within the boundaries of the Southwest Florida International Airport (RSW) and Page Field General Aviation Airport (FMY). The Port Authority reserves the right to add or delete delivery locations during the term of the agreement. The average delivery size is 3,000 gallons of unleaded per week and 1,000 gallons of diesel bi-weekly at RSW and 500 gallons of unleaded and 500 gallons of diesel every five (5) weeks at Page Field.

| <u>Location</u>   |                      | <u>Storage Capacity (gallons)</u>                          |                            | <u>Above Ground</u> |          |
|---|----------------------|--|----------------------------|---------------------|----------|
| <u>Site</u>   | <u>Address</u>       | <u>Ultra Low Diesel/delivery</u>                           | <u>Unleaded/delivery</u>   | <u>Y</u>            | <u>N</u> |
| Air Cargo Lane  | 15920 Air Cargo Lane | 6,000 Gallon Tank/ 2 times per month                       | 6,000 Gallon Tank/ weekly  | X                   |          |
| RSW ARFF Facility<br>(4" Dry break coupling is needed)      | 17211 Perimeter Rd.  | 1,000 Gallon Tank/ 6 weeks<br>2,000 Gallon Tank/ quarterly |                            | X<br>X              |          |
| Page Field  | 4700 Terminal Drive  | 1,000 Gallon Tank/ monthly                                 | 1,000 Gallon Tank/ monthly | X                   |          |
| Two (2) Tanks on Regional Lane for Emergency Generators     | Regional Lane        | 1,000 Gallon Tanks/ quarterly                              |                            | X                   |          |
| One (1) Tank near the Field Shop for an Emergency Generator | 15920 Air Cargo Lane | 350 Gallon Tank/ quarterly                                 |                            | X                   |          |

|  |                                  |                                     |  |   |   |
|--|----------------------------------|-------------------------------------|--|---|---|
| Three (3) Tanks at the Terminal for Emergency Generators (One near each concourse) | 11000 Terminal Access Rd.        | 4,000 Gallon Tanks/ annually        |  |   | X |
| One (1) Tank on the first level of the Parking Garage for an Emergency Generator   | 11000 Terminal Access Rd.        | 1,000 Gallon Tank/ 3 times per year |  | X |   |
| One (1) Generator at old Terminal Page Field (FDLE)                                | 4700 Terminal Drive              | 400 Gallon Tank/ 2 times per year   |  | X |   |
| One (1) Generator at old Terminal Page Field (FHP)                                 | 4700 Terminal Drive              | 400 Gallon Tank/ 2 times per year   |  | X |   |
| One (1) Generator at Base Operations (FBO)   | 5200 Captain Channing Page Drive | 250 Gallon Tank/2 times per year    |  | X |   |

Each location listed above shall be considered one stop for RSW and one stop for FMY. There shall be no additional cost to deliver fuel to separate tanks within the same location, to deliver two types of fuel to the same location, for delivery of one (1) or two (2) types of fuel to two (2) different locations, or to deliver a tank wagon of one (1) or two (2) types of fuel to multiple locations.

#### Invoicing:

Invoice prices shall be based on the OPIS rate in effect on the date of delivery. The OPIS daily rack average must be submitted for each delivery date. Delivery location, date, product(s), and the net quantity and cost of each product (with each federal, state, and local tax itemized separately) shall be itemized on all invoices. The Port Authority purchase order number shall be on the invoice. Other than appropriate taxes, no other charges are permitted under this agreement. Taxes are to be shown as itemized expenses within each invoice.

#### Emergency Situations:

Emergencies include, but are not limited to, natural disasters such as hurricanes, tornados, windstorms, floods, and fires, as well as man-made events such as civil unrest and terrorist attacks.

In the event of an emergency, the vendor shall provide priority supplies of fuel to the Authority for continued emergency operations. **The vendor shall submit with bid submittal a written plan of how priority fuel will be supplied to the Authority when under declared emergency conditions.** The plan must be specific in naming who, when, and how the fuel will be provided and must provide details of plan implementation. The capabilities and capacities of local reserves and advanced staging of transport trailers or tank wagons should be addressed. The plan should also include whether the bidder's local supply point has emergency generators to access reserve fuel during power outages. The emergency fuel plan will be an important and perhaps overriding factor in awarding the agreement. Bids submitted without emergency fuel supply plans shall not be considered for contract award. The Authority will be the sole judge of the adequacy of a vendor's emergency fuel plan.

Should the Provider fail to deliver gasoline and diesel fuel promptly when ordered, the requesting Authority reserves the right to procure the order elsewhere, in which event, the extra cost of procuring such fuel above the agreement price may be charged against the Provider and may be deducted from any moneys due or which may become due.

**Emergency Response Plan:**

**The vendor shall include a written plan for emergency response and clean-up of fuel spillage with bid submittal.** The plan shall meet all Federal, State, and local laws. The vendor shall clean up all spills created by the vendor, according to the emergency response plan, and report those spills to the Authority and to other regulatory agencies as required by law. Bids submitted without a written emergency response plan may not be considered for agreement award. The Authority shall be the sole judge of bid acceptance.

**Inability to Provide Product:**

If circumstances arise where the Provider is unable to supply the requested product(s) within twenty-four (24) hours, the Port Authority may select an alternative supplier to provide the product temporarily. In such cases, the extra cost of procuring such fuel above the agreement price may be charged against the awarded vendor and may be deducted from any money due or which may become due.

In the event Provider is unable to fulfill its contractual obligation to provide product(s) requested by the Authority, Provider must immediately inform the Authority in writing.

**END OF PART C**

**PART D**  
**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.<br><br>Airside Operations Area (AOA); the combined single limit will be <u>\$5,000,000</u> .<br><br>Non Airside; the combined single limit will be <u>\$1,000,000</u>  |
| <input checked="" type="checkbox"/> Commercial General Liability: | Coverage shall be afforded under a per occurrence policy form.<br><u>\$1,000,000</u> Single Limit per Occurrence;<br><u>\$2,000,000</u> General Aggregate<br><u>\$2,000,000</u> Products/Completed Operations Aggregate<br><u>\$1,000,000</u> Personal and Advertising Injury Liability  |
| <input checked="" type="checkbox"/> Employer's Liability:         | \$1,000,000 Each accident<br>\$1,000,000 Disease each employee<br>\$1,000,000 Disease Policy Limit   |
| <input checked="" type="checkbox"/> Worker's Compensation:        | Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.   |
| <input checked="" type="checkbox"/> Pollution Legal Liability     | Pollution Legal Liability Insurance shall be maintained by 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:<br><br>(a) third-party claims for on and off-site bodily injury and property damage; and<br><br>(b) claims resulting in bodily injury, property damage or cleanup costs. |
| <input checked="" type="checkbox"/> Professional Liability        | Professional Liability and/or Errors and Omissions (E&O). Coverage must be maintained by 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 | <input type="checkbox"/> Liquor Liability<br>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.<br><br><input type="checkbox"/> Garage Keeper's Liability<br>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.<br><br>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.<br><br><input type="checkbox"/> Aircraft Liability<br>Coverage must be carried in limits of not less than \$5,000,000 each occurrence.<br><br><input type="checkbox"/> Warehouse Legal Liability<br>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.<br><br><input type="checkbox"/> Motor Truck Cargo Policy - per agreement<br><input type="checkbox"/> Property Insurance - per agreement |

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](mailto:riskmanagement@flylcpa.com).** The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. A waiver of subrogation in favor of the Authority will also be required.

**Policy on Request**

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 D**

**PART E – 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: |  |
|------------|--|-------|--|------------|--|-------|--|

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

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 agreement 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 D, Insurance, Indemnification and Bond Requirements.

---

 NAME OF BUSINESS

---

 MAILING ADDRESS

---

 AUTHORIZED SIGNATURE

---

 CITY, STATE & ZIP CODE

---

 NAME, TITLE, TYPED

---

 TELEPHONE NUMBER / FAX NUMBER

---

 FEDERAL IDENTIFICATION #

---

 EMAIL ADDRESS

**FORM 2: BID FORM (1 of 2)****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:

### Purchase of Diesel and Unleaded Fuel for Lee County Port Authority

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:

### Fuel by Tank Wagon Delivery

| Item | Product Type   | Unit of Measure | Base Price | Vendor Markup Amount (excluding tax) | Total Cost per Gallon (Columns A+B) |
|------|--|-----------------|------------|--------------------------------------|-------------------------------------|
| 1    | Unleaded Gasoline - E10 - 87 Octane - Delivered                    | Per Gallon      |            |                                      |                                     |
| 2    | #2 Premium Ultra Low Sulfur Diesel, On Road (Non-Dyed) - Delivered | Per Gallon      |            |                                      |                                     |
| 3    | #2 High Sulfur Diesel, Off-Road (Dyed) - Delivered                 | Per Gallon      |            |                                      |                                     |

The "Base" price per gallon to be based upon the rack average Tampa, Florida price as reported in OPIS on April 30, 2024 at 10:00 a.m.

Number of tank wagons owned and the gallon size of each: \_\_\_\_\_

Capacity in gallons of fixed fuel storage tanks at base location: \_\_\_\_\_

Is your supply point equipped with an emergency generator? \_\_\_\_\_

**FORM 2: OFFICIAL BID FORM (2 of 2)**

Bidders must demonstrate to the satisfaction of the Authority that the minimum qualifications outlined in Part B have been met. Each Bidder must provide the information or acknowledgment requested below.

- ☐ By checking this box, I certify I have a base location within the state of Florida, am authorized to conduct business, own tank wagon, have fixed reserve tanks, and will provide timely fuel services to the Authority during normal and emergency operations in accordance with Part B.01
- ☐ By checking this box, I certify that I have read and understand the quality guarantee and warranty requirements outlined in Part B.
- ☐ By checking this box, I certify that I have provided a copy of my active fuel supply contracts, as required per Part B.01, Minimum Qualifications.
- ☐ By checking this box, I certify that I have provided a copy of the plan for emergency response and clean-up of fuel spillage.
- ☐ By checking this box, I certify that I have provided a copy of the plan for how priority fuel will be supplied to the Authority under declared emergency conditions.
- ☐ By checking this box, I certify that I have read and understand the Insurance requirements outlined in Part D - Insurance, Indemnification, and Bond Requirements

**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.

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 AFFIANT

Notary Public

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

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

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

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

[stamp or seal]

---

 [Signature of Notary Public]

---

 [Typed or printed name]

**NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER. PLEASE NOTE - THE LOBBYING PROHIBITION IS IN EFFECT UNTIL ISSUANCE OF A PURCHASE ORDER OR FINAL EXECUTION OF THE AGREEMENT RESULTING FROM THIS RFB, AS APPLICABLE.**



**FORM 4: PUBLIC ENTITY CRIMES CERTIFICATION**

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

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

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

Notary Public

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

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

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

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

[stamp or seal]

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

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

**FORM 5: SCRUTINIZED COMPANIES CERTIFICATION**

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

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

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

---

[Signature]

Notary Public

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

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

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

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

[stamp or seal]

---

[Signature of Notary Public]

---

[Typed or printed name]

**FORM 6: LOCAL PREFERENCE AFFIDAVIT**

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

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

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

Please provide the following information:

- Number of Employees currently working in Lee County full time = \_\_\_\_\_
- Projects completed in Lee County over the last consecutive three (3) years: \_\_\_\_\_

Project Name \_\_\_\_\_ Began in 20\_\_\_\_ Completed in 20\_\_\_\_

Project Name \_\_\_\_\_ Began in 20\_\_\_\_ Completed in 20\_\_\_\_

Project Name \_\_\_\_\_ Began in 20\_\_\_\_ Completed in 20\_\_\_\_

Project Name \_\_\_\_\_ Began in 20\_\_\_\_ Completed in 20\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Notary Public

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

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

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

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

[stamp or seal]

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

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

**[Remainder of page intentionally left blank]**