



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

**REQUEST FOR PROPOSALS (RFP) 25-0018RG
for
PROFESSIONAL ON-CALL AIRPORT BUSINESS CONSULTING
SERVICES**

RELEASED: December 13, 2024

DESIGNATED PROCUREMENT CONTACT

Robert M. George, Senior Procurement Manager
Telephone (239) 590-4555 • Email: rmgeorge@flylcpa.com

NON MANDATORY PRE-PROPOSAL MEETING

Thursday, December 19, 2024 • 10:00 a.m., local time

QUESTIONS/CLARIFICATION REQUEST DEADLINE

Monday, January 6, 2025 • 2:00 p.m., local time

PROPOSALS DUE

Wednesday, January 22, 2025 • 2:00 p.m., local time

IMPORTANT

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

NOTICE OF COMPETITIVE OPPORTUNITY

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

NO LOBBYING

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

PRE-PROPOSAL MEETING

☒ A Non-Mandatory pre-proposal meeting has been scheduled for **Thursday, December 19, 2024 at 10:00 a.m., local time.** The meeting will be conducted remotely through Google Meets. Potential respondents are encouraged to attend the pre-proposal meeting. The purpose of this meeting is to discuss the requirements and objectives of this RFP. Attendees must have the ability to communicate with the Authority at this meeting in order to provide a company and representative name for the attendance register and to also be able to ask questions or request clarifications. To access the Google Meets meeting use this link:

<https://meet.google.com/eck-fomm-iun>

Phone: (US) +1 317-688-1645 - PIN: 756 985 043#

At the pre-proposal meeting, the Authority may 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 RFP is issued by the Procurement Office.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFP must be received no later than Monday, January 6, 2025 by 2:00 p.m. local time. All inquiries, suggestions, or requests pertaining to this RFP should be submitted in IonWave. The deadline has been established to maintain fair treatment for all potential respondents while ensuring an expeditious selection process. Inquiries following the questions and clarification deadline can be directed to the designated procurement contact on the cover page.

PUBLIC OPENING OF PROPOSALS:

The Authority is accepting electronic submissions in IonWave until Wednesday, January 22, 2025, by 2:00 p.m., local time. Proposals sent in any manner other than electronically to IonWave will not be accepted. Hard copies, faxed submissions, and electronically submitted responses sent directly to the Authority will not be accepted.

Proposals will be opened publicly. The opening may be viewed remotely through Google Meets by

accessing the following link: <https://meet.google.com/ktm-pavf-njy> or by phone: (US) 484-301-5512
PIN: 625 094 702#

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

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

End of Notice of Competitive Opportunity

PART A

INSTRUCTIONS TO RESPONDENTS

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

A.01 ELECTRONIC SUBMISSION OF PROPOSALS

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

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

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

A.02 REMOTE OPENING OF ELECTRONIC PROPOSALS

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

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

A.03 ACCESSING SOLICITATION DOCUMENTS, ADDENDA AND INFORMATION

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

A.04 PRE-PROPOSAL MEETING

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

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

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

A.05 QUESTION AND CLARIFICATION PERIOD

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

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

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

A.06 ADDENDA

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

A.07 PROPOSAL EXPENSES

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

A.08 BINDING OFFER

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

A.09 RESERVATION OF RIGHTS

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

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

A.10 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

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

A.11 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements that provide references that do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this RFP, such Respondent will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.12 JOINT VENTURES

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

A.13 NO LOBBYING

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

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

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

A.14 SCRUTINIZED COMPANIES

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

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

A.15 PUBLIC ENTITY CRIMES

In accordance with section 287.133, Florida Statutes, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a response on a contract to provide any goods or services to a public entity on a contract; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

A.16 E-VERIFY

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

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

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

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

A.17 NONDISCRIMINATION - TITLE VI ASSURANCE

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

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

A.18 GENERAL CIVIL RIGHTS

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

A.19 PUBLIC RECORDS AND DISCLOSURE

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

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

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. Respondent agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to section 119.0701, Florida Statutes.
- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does

not transfer the records to the Authority.

- 4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority at the completion of the contract, the Consultant must destroy any duplicate records that are exempt from public disclosure requirements. If the Consultant keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

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

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

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

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

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

A.20 TRADE SECRETS

As stated above, all documents, materials, and data submitted as a part of a response to this RFP 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 proposal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the RFP is nonresponsive and therefore the RFP will not be evaluated or considered.

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

The Authority does not believe that any of the information required by this solicitation constitutes a trade secret under Florida law. To the extent Respondent desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a RFP in response to this RFP must be segregated from the portions

of the RFP that are not declared as trade secrets. In addition, the Respondent must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. The Authority reserves the right to clarify the Respondent's request for a trade secret at any time. Additionally, Respondent must provide a copy of its RFP that redacts all information designated as trade secret. In conjunction with any trade secret designation, Respondent acknowledges and agrees that:

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

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

A.21 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.22 AGREEMENT

Through the submission of a response to this RFP, the Respondent agrees to execute the draft Authority agreement (contract) without changes or alterations. There will be no negotiation of the provided template agreement (contract). Negotiations will include the scope of work, hourly rates, number of man-hours required to accomplish the final scope of work, and indirect expenses. Any requested changes to the Authority template agreement contained herein must be required during the procurement process and any approved changes will be addressed via addendum.

Consultant acknowledges electronic signatures are true and valid signatures for all purposes related to the Agreement and Consultant agrees to be bound to the same extent as with an original signature. Any electronic signature must be of sufficient quality to be legible electronically or when

printed as a hardcopy. The Authority will determine legibility and acceptability for public record purposes.

A.23 TERMINATION

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

A.24 NON EXCLUSIVITY OF AGREEMENT

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

A.25 AVAILABILITY OF PERSONNEL

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

A.26 ASSIGNMENT OF AGREEMENT

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

A.27 FINANCIAL RESPONSIBILITY

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

A.28 AUDITABLE RECORDS

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

A.29 GOVERNING LAWS/RULES/REGULATIONS

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

A.30 NEGOTIATION OF THE AGREEMENT

The ASMC will make a recommendation to the Board of Port Commissioners of those Respondents it determines are best qualified to perform services and with which the Authority should enter into

negotiations, if any. Upon approval of the recommendation, the successful Respondent(s) will be invited to enter negotiations. Negotiations are generally relative to the scope of services to be performed and the associated costs. The successful Respondent's proposal will serve as the basis for negotiating the scope of services to be performed under any resulting agreement.

A.31 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

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

END OF PART A

PART B

SCOPE OF SERVICES

B.01 INTRODUCTION

Lee County Port Authority ("Authority") invites the submission of Proposals from interested and qualified firms to provide **Professional On-call Airport Business Consulting Services** at the Southwest Florida International Airport and Page Field in Lee County, Florida.

B.02 PORT AUTHORITY GENERAL INFORMATION

The Lee County Port Authority operates 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 2023, RSW served more than 10 million passengers and is one of the top 50 airports in the United States for passenger traffic. Fifteen airlines serve the airport with nonstop service throughout the United States, as well as international flights to Canada and Germany.

In 2005, an entirely new terminal complex with 28 gates, parking garage and an adjacent rental car facility was completed. In 2023, a new \$80 million Airport Traffic Control Tower and Terminal Radar Approach Control facility was certified for operations, the first in the nation constructed without FAA funding. In addition, a roadway rehabilitation and realignment project on the north side of the airport is underway and will be completed in mid-2024.

RSW has seen significant increases in passengers, especially during peak-hour operations, which has impacted the passenger travel experience. In late 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 project is underway 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 commenced on October 1, 2024 and will expand the existing terminal further by adding Concourse E with an additional 14 gates; expanding Chiller Plant Facility; as well as other associated terminal facilities, landside and airside improvements. This three year, \$1.1B project is expected to be completed late 2027. Other future infrastructure improvements include rental car expansion projects, roadway rehabilitation projects, additional terminal expansion projects and a future parallel runway. More information about the Terminal Expansion Project and RSW is available at flylcpa.com.

Page Field, an FAA-designated reliever airport, provides services to general and business aviation and accommodated more than 203,000 aircraft operations in 2023, 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. Respondents are encouraged to review additional information about Southwest Florida International Airport and Page Field on the website at flylcpa.com.

B.03 PROJECT BACKGROUND

The Authority seeks a qualified and experienced Aviation Business Consultant ("Consultant") to provide a variety of business consulting and financial planning services.

B.04 SCOPE OF WORK

The scope of work in each of the subject areas described below is a general guide and is not intended to be a complete list of all services that may be required or desired in that subject area. Given the broad range of possible services, the Authority encourages consultant firms to submit a response for all subject areas where they meet or exceed the minimum qualifications described in this RFP.

The financial feasibility consulting services required shall consist of, but are not limited to the following:

- Financial projections and feasibility studies
- Airport rates and fees analysis
- Cost center allocation
- Benefit cost analysis
- Preparation of financial feasibility reports for future debt issuance (as required)
- Assistance in airline negotiations
- Passenger traffic forecasts
- Passenger Facility Charge (PFC) applications and projections
- Economic Impact Studies
- Other financial feasibility consulting services as requested by the Port Authority

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

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

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

Authority is seeking an initial contract term of five (5) years with an option to renew for up to an additional five (5) year term. Renewal terms to be negotiated at least six (6) months prior to the expiration date of the initial term.

The Port Authority reserves the right to:

- Select more than one firm to perform services from among the respondents to this request for Request for Proposals and to award work among selected firms as the Port Authority sees fit.
- Accept or reject any Proposal. The Port Authority may, for any reason, deem it in the best interest of the Port Authority to withdraw from performing any work, to seek Competitive

Bids, Request for Proposal or Requests for Proposal for the work or to perform the work in-house or using other resources after Proposals are received from the responding firm. Neither this RFP, nor any subsequent agreements, shall be construed to guarantee work for the selected firm.

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

END OF PART B

PART C

CONTENT AND ORGANIZATION OF PROPOSAL

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

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

C.01 EVALUATION CRITERIA

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

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

C.02 INFORMATION TO BE SUBMITTED

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

SECTION 1 – MINIMUM QUALIFICATIONS

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

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

Submit the documentation/verification indicated above.

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

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

3. The firm selected and their primary representative must have provided on-call airport business consulting services to at least (3) commercial airports (medium size hub or larger) since January 2020. **Provide name of Airports and contact details.**
4. A Respondent will be disqualified from consideration for award of an agreement pursuant to this Request for Proposals for any of the following reasons:
 - Failure to meet mandatory minimum qualifications stated in this section.
 - Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Proposals prior to Board of Port Commissioners approval of the final ranking.
 - Collusion with the intent to defraud or other illegal practices upon the part of any firm.
 - Evidence that Respondent has a financial interest in the company of a competing Respondent.
 - Being on the Convicted Vendors List.
 - Being on a Scrutinized Companies List or otherwise ineligible to submit to provide services under section 287.135, Florida Statutes.

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

SECTION 2 – EXECUTIVE SUMMARY AND ORGANIZATIONAL STRUCTURE

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

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

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

- **Project Manager** – Please provide:
 - Provide the name, address and telephone number of one (1) person currently employed by the Respondent who will serve as the individual Project Manager responsible for the timely provision of all services and to whom all communications will be directed. The Project Manager should be an experienced individual to be dedicated and available (if requested by the Authority) one hundred percent (100%) of his/her time to the agreement, located full-time in Southwest Florida to conduct project related business (if requested by the Authority), and to be given the authority to contractually bind the Respondent orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Authority. The Project Manager must be available on demand throughout the term of the professional services agreement.
 - Provide the office location where the Project Manager is currently working

- Education including degrees (list institutions) and certifications
- Provide the total number of years of experience by the Project Manager
- Provide the number of years the Project Manager has been employed by this firm
- Provide the number of years Project Manager has been employed and working in Florida
- Firm - Offices and Employees – Please provide:
 - Total number of employees
 - Address and phone number of corporate headquarters
 - Locations and current staffing number of other offices in the US
- Key Support Staff – Key personnel (maximum of 3) currently employed by the Respondent that will be also be assigned to this contract supporting the PM as needed, please provide:
 - Name
 - Education including degrees (list institutions) and certificates
 - Current office location
 - Number of years employed by Respondent
 - For each Key Support Staff member, identify one (1) contract similar to the contract that may be entered into pursuant to this Request for Proposals that best demonstrates similar experience, the depth of the firm and the support to be offered to the PM

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

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

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

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

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

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

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

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

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

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

SECTION 6 – FEE AND COST PROPOSAL

Proposers must submit pricing information to establish the basis of pricing for services to be provided pursuant to any agreement resulting from this RFP.

Payment for services requested by the Authority will be made based on...

Provide a cost proposal based on hourly rates for each category of personnel listed below. Hourly rates are inclusive of all direct and indirect expenses incurred by the successful proposer in performance of the work. Proposed hourly rates include compensation, fringe benefits, overhead, and profit.

1. Principal
2. President
3. Executive Vice President
4. Vice President
5. Director
6. Senior Consultant
7. Consultant
8. Senior Analyst
9. Analyst
10. Project Manager
11. Attorney
12. Administration

Separately identify any implementation fees, ongoing fees or caveats.

SECTION 7 – DBE AND W/MBE PARTICIPATION, PAST PERFORMANCE ON OTHER PROJECTS AND PROPOSED APPROACH

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

Demonstrate previous experience in achieving successful DBE and W/MBE participation on other

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

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

SECTION 8 – REFERENCES FOR PROJECT MANAGER & FIRM

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

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

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

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

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

Respondent. The inability to perform reference checks due to the submission of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's RFP response.

SECTION 9 – DEMONSTRATED UNDERSTANDING OF THE PROJECT/CONTRACT AND PROPOSED APPROACH

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

Describe in detail your understanding and approach to professional on-call airport business consulting services for LCPA. Explain the most critical steps needed for successful completion.

SECTION 10 - CURRENT WORKLOAD WITH LCPA

The Authority desires to equitably distribute available airport work among qualified firms when possible and to offer opportunities for Respondents to gain airport experience which, in turn, affords the Authority a broader pool of qualified consultants available for future airport work.

SECTION 11 – CONFLICT OF INTEREST/BUSINESS ETHICS (Not to exceed 1 page)

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

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

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

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

SECTION 12 – REQUESTED FORMS/CERTIFICATIONS/LICENSES

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

- **FORM 4: RESPONDENT'S CERTIFICATION (1 page)**
 - Each Respondent must complete and sign Form 4
- **FORM 5: LOBBYING AFFIDAVIT (1 page)**
 - Each Respondent must complete, sign, and notarize Form 5. Each Joint Venture Partner

must individually complete, sign, and notarize Form 5.

- **FORM 6: PUBLIC ENTITY CRIMES FORM (1 page)**
 - Each Respondent must complete, sign, and notarize Form 6
- **FORM 7: SCRUTINIZED COMPANIES CERTIFICATION (1 page)**
 - Each Respondent must complete, sign, and notarize Form 7
- **FORM 8: AFFIDAVIT OF COMPLIANCE WITH SECTIONS 287.138 (FOREIGN ENTITIES OF CONCERN) and 787.06 (HUMAN TRAFFICKING), FLORIDA STATUTES**
 - Each Respondent must complete, sign, and notarize Form 8
- **APPLICABLE LICENSES AND CERTIFICATES**
 - Each Respondent should provide a copy of all licensing and/or certificates required to perform the proposed services
- **CURRENT INSURANCE CERTIFICATE OR PROOF OF INSURABILITY (1 page)**
 - Each Respondent should provide a copy of its current certificate of insurance or a statement from the Respondent's insurance company to verify the ability to obtain the insurance coverage in the limits stated in Part F. Images may be reduced to meet the page limit requirement.
- **PROPOSER'S W9, INCLUSIVE OF PROPOSER'S FEIN NUMBER**

SECTION 13 – TRADE SECRETS

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

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

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

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

**END OF PART C**

## PART D

### EVALUATION OF RFPS

#### **D.01 RFP EVALUATION**

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

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

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

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

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

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

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

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

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

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

Consideration will be given to certified Disadvantaged Business Enterprise Minority Business Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

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

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

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

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

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

## **D.02 REVIEW OF PROPOSALS**

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

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

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

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

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

|            |                                                                                        |
|------------|----------------------------------------------------------------------------------------|
| 12/19/2024 | Pre-proposal Meeting                                                                   |
| 1/6/2025   | Deadline for Questions/Clarifications                                                  |
| 1/22/2025  | RFP Receiving Due Date and Time                                                        |
| 1/29/2025  | Staff Evaluation Committee Meeting                                                     |
| 2/18/2025  | Airports Special Management Committee (ASMC) Meeting                                   |
| TBD        | Oral Presentations (ASMC), if required                                                 |
| 3/6/2025   | Board of Port Commissioners - Review of Recommendations & Approval of Vendor Selection |
| 4/15/2025  | ASMC Contract Review/Approval                                                          |
| 5/8/2025   | Board of Port Commissioners Contract Review/Approval                                   |

**END OF PART D**

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

**E.01 GENERAL**

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

**E.02 NEGOTIATION**

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

**E.03 AGREEMENT**

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

**E.04 AWARD**

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

**END OF PART E**

**PART F**  
**INSURANCE, INDEMNIFICATION, and BOND REQUIREMENTS**

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

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

| Insurance / Bond Type                             | Required Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter for services completed during the term of the agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input 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>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: BB

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

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

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

### **Additional Insured**

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

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

### **Acceptability of Insurers**

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

### **Waiver of Subrogation**

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

### **Certificate of Insurance**

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

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

### **Policy on Request**

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

### **Change in Coverage**

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

### **Subcontractor’s Requirement**

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

### **Sovereign Immunity**

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

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

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


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

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











**END OF PART F**

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


### 1.1 Project Manager (PM):

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

### 1.2 Firm

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


### 1.3 Key Support Staff:

-  Name: \_\_\_\_\_
- Education: \_\_\_\_\_
  - Current Office Location: \_\_\_\_\_
  - Years With This Firm: \_\_\_\_\_ years

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

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

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

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

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

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

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

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

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

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

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

### **Respondent will complete**

Section 1 – Project Manager Information

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

Section 2 – Reference Information

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

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

References should not be returned by the Respondent.

At least two (2) reference responses are required.

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

[Remainder of page intentionally left blank]

**FORM 2 – PROJECT MANAGER REFERENCE CHECK**

(Please Print Legibly)

|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>PROJECT MANAGER REQUESTING REFERENCE</b>                                                                                         | <b>Section 1</b>                                                                                   | <b>Project Manager Information</b><br>(To be filled out by RFP Respondent)    | <b>Please complete and return to:</b>                                                        |
|                                                                                                                                     | Project Manager Name:                                                                              |                                                                               | Procurement Contact:<br>Robert George                                                        |
|                                                                                                                                     | Firm Name:                                                                                         |                                                                               | <b>Due Date: <u>January 22, 2025</u></b>                                                     |
|                                                                                                                                     | Project/Contract Name:                                                                             |                                                                               | Total # Pages: _____                                                                         |
|                                                                                                                                     | Phone:                                                                                             |                                                                               | Phone: 239-590-4555<br>Email: <a href="mailto:rmgeorge@flylcpa.com">rmgeorge@flylcpa.com</a> |
| <b>You or your firm has been provided as a reference for the Project Manager listed above.<br/>Please complete Sections 2 and 3</b> |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | <b>Section 2</b>                                                                                   | <b>Reference Information</b> (To be filled out by person providing reference) |                                                                                              |
|                                                                                                                                     | Person Providing Reference:                                                                        |                                                                               |                                                                                              |
|                                                                                                                                     | Firm Name:                                                                                         |                                                                               |                                                                                              |
|                                                                                                                                     | Title:                                                                                             |                                                                               |                                                                                              |
|                                                                                                                                     | Phone:                                                                                             |                                                                               |                                                                                              |
|                                                                                                                                     | <b>Section 3</b>                                                                                   | <b>***** PROJECT MANAGER REFERENCE QUESTIONS*****</b>                         |                                                                                              |
|                                                                                                                                     | 1. What was your job title and role during the referenced project?                                 |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 2. Describe the services provided by the Project Manager.                                          |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 3. Was the Project Manager effective in leading the entire project team including sub consultants? |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 4. How responsive and responsible was the Project Manager on this project?                         |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 5. Was the project completed on time and under budget?                                             |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 6. How quickly did the Project Manager respond to questions from the Owner regarding the project?  |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 7. How was the relationship between the Project Manager and other members of the project team?     |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 8. In your opinion, what was a strength exhibited by the Project Manager during this project?      |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 9. Was the Project Manager proactive in resolving issues?                                          |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 10. Would you hire this Project Manager again for one of your projects?                            |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |
|                                                                                                                                     | 11. Additional comments or feedback.                                                               |                                                                               |                                                                                              |
|                                                                                                                                     |                                                                                                    |                                                                               |                                                                                              |

**INSTRUCTIONS FOR FORM 3: FIRM REFERENCES**

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

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

**REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT'S PROPOSAL PACKAGE electronic submission.** The firm providing the reference about the respondent will return this form directly to the Procurement Agent listed on Form 3 via email.

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

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

**Respondent will complete**

Section 1 – Firm Reference Information

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

Section 2 – Reference Information

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

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

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

At least two (2) references are required.

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

**FORM 3 - FIRM REFERENCE CHECK**

(Please Print Legibly)

|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FIRM REQUESTING REFERENCE</b>                                                                                                      | <b>Section 1</b>                                                                                  | <b>Firm Reference Information</b><br>(To be filled out by RFP Respondent)     | <b>Please complete and return to:</b>                                                                                                                            |
|                                                                                                                                       | <b>Firm Name:</b>                                                                                 |                                                                               | Procurement Contact:<br>Robert George                                                                                                                            |
|                                                                                                                                       | <b>Project/Contract Name:</b>                                                                     |                                                                               | <b>Due Date: <u>January 22, 2025</u></b><br>Total # Pages: _____<br>Phone: 239-590-4555<br>Email: <a href="mailto:rmgeorge@flylcpa.com">rmgeorge@flylcpa.com</a> |
| You or your firm has been requested to provide a reference for the firm and project listed above.<br>Please complete Sections 2 and 3 |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | <b>Section 2</b>                                                                                  | <b>Reference Information</b> (To be filled out by person providing reference) |                                                                                                                                                                  |
|                                                                                                                                       | <b>Name &amp; Title:</b>                                                                          |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | <b>Company:</b>                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | <b>Email:</b>                                                                                     |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | <b>Phone:</b>                                                                                     |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | <b>Section 3</b>                                                                                  | <b>FIRM REFERENCE QUESTIONS</b>                                               |                                                                                                                                                                  |
|                                                                                                                                       | 1. What was your job title and role during the referenced project/contract?                       |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 2. Describe the services provided by the firm.                                                    |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 3. How responsive was the firm in providing necessary resources to the Project Manager?           |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 4. How was the relationship between this firm and sub consultants and other project team members? |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 5. Was the project completed on time and under budget?                                            |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 6. How quickly did the firm respond to questions from the Owner regarding the project?            |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 7. In your opinion, what was a strength exhibited by the firm?                                    |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 8. Was the firm proactive in resolving issues?                                                    |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 9. Was the firm accountable for project mistakes that were brought to their attention?            |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 10. Would you hire this firm again?                                                               |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       | 11. Additional comments or feedback.                                                              |                                                                               |                                                                                                                                                                  |
|                                                                                                                                       |                                                                                                   |                                                                               |                                                                                                                                                                  |

**FORM 4: RESPONDENT'S CERTIFICATION**

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

I acknowledge receipt and incorporation of the following addenda:

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

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

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

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

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

I certify that the name and title of the authorized signatory, as completed below, is authorized to execute the Agreement resulting from this Request for Proposals 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 RFP, if any, the authorized signatory adopts the electronic signature as his/her own and designates it for use as an official record by the Authority.

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

---

 NAME OF BUSINESS

---

 MAILING ADDRESS

---

 AUTHORIZED SIGNATURE

---

 CITY, STATE & ZIP CODE

---

 NAME, TITLE, TYPED

---

 TELEPHONE NUMBER / FAX NUMBER

---

 FEDERAL IDENTIFICATION #

---

 EMAIL ADDRESS

**FORM 5: LOBBYING AFFIDAVIT**

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

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

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of \_\_\_\_\_ (Respondent), maker of the attached RFP and that neither the Respondent nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals 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 Proposals.

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

\_\_\_\_\_  
AFFIANT

Notary Public

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

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

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

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

[stamp or seal]

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

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

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

**FORM 6: PUBLIC ENTITY CRIMES CERTIFICATION**

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

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

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

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

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

Notary Public

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

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

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

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

[stamp or seal]

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

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

**FORM 7: SCRUTINIZED COMPANIES CERTIFICATION**

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

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 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 8: AFFIDAVIT OF COMPLIANCE WITH SECTIONS 287.138 (FOREIGN ENTITIES OF CONCERN) and 787.06 (HUMAN TRAFFICKING), FLORIDA STATUTES**

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

1. Affiant is the (Title) \_\_\_\_\_ of (Business Name) \_\_\_\_\_ which does business in the State of Florida, hereinafter called the "Proposer."
2. Proposer, pursuant to Section 287.138, Florida Statutes, certifies that (1) Proposer is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Proposer, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Proposer is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Proposer, pursuant to Section 787.06, Florida Statutes, certifies that Proposer does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Proposer in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the Port Authority from entering contracts with foreign entities of concern which would provide proper access to an individual's personal identifying information.
5. This Affidavit is executed by the Proposer in accordance with Section 787.06, Florida Statutes.

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

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

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

**Notary Public**

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

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

My Commission Expires \_\_\_\_\_ [stamp or seal]

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

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

**DRAFT**

**LEE COUNTY PORT AUTHORITY  
SERVICE PROVIDER AGREEMENT  
(POSTED IN IONWAVE)**