

**CHARLOTTE COUNTY AIRPORT AUTHORITY
PUNTA GORDA AIRPORT**

RFB-2-0-2023/CE

**REQUEST FOR BIDS
NEW AIRCRAFT TUG**



January 2023

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**ADVERTISEMENT FOR
BIDS**

ADVERTISEMENT FOR BIDS

Sealed proposals for the **NEW AIRCRAFT TUG Project** will be received, from qualified bidders, by the **Charlotte County Airport Authority**, until **2:00 p.m. local time on February 15, 2023** at which time all bids received will be publicly opened and read aloud at the Airport Administrative Offices, located at the address **8079 Golf Course Blvd., Punta Gorda, FL 33982**.

Sealed proposals are to be mailed to the address of **28000 Airport Road, Suite A-1, Punta Gorda, FL 33982** prior to the bid opening date and time. Sealed proposals can be hand delivered to the address of **8079 Golf Course Blvd., Punta Gorda, FL 33982**, the day of the opening prior to **2:00 p.m. local time**.

BID TITLE: NEW AIRCRAFT TUG

The project consists of providing all labor, materials, equipment for the procurement and delivery of a fully functional 8,000 lb. All-Wheel Drive Aircraft Tug.

A non-mandatory pre-bid conference is scheduled for **2:00 p.m. on January 26, 2023**, in the Charlotte County Airport Authority Board meeting room **Building 313, 7375 Utilities Road, Punta Gorda, FL**. The CCAA Board meeting room is behind the Sheriff's Office.

The complete examination and understanding of the bidding and contract documents, all addenda or other revisions, and site of the proposed work is necessary to properly submit a proposal.

The bidding documents are available for examination and/or download online at Demand Star's website (demandstar.com) beginning **January 19, 2023**. Demand Star's support contact e-mail is demandstar@onvia.com. Although this service is not a mandatory requirement in bidding with CCAA, it is the only way to be notified automatically of solicitations and all addenda or other revisions issued during the bidding process.

Bidding Documents are also available for examination in the CCAA Administration Office at the Punta Gorda Airport, beginning **January 19, 2023**. Please contact Cory Elijah, Project Coordinator at 941-639-1101 ext. 141 to coordinate. No bid may be withdrawn after closing time for the receipt of proposals for a period of **sixty (60) days**.

The Charlotte County Airport Authority reserves the right to waive any informalities or irregularities in or reject any or all bids and to award or refrain from awarding the contract for the work.

Civil Rights – Notice Solicitation (Title VI Solicitation Notice)

The (Charlotte County Airport Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Robert D. Hancik, Chair
Publish: January 19, 2023

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. State Licenses. The successful Bidder must be a licensed Contractor and shall be required to obtain any and all necessary licenses or permits to conduct the work as may be prescribed by the State Florida.
- B. Examination of Conditions Affecting Work. Prior to submitting a Proposal, each Bidder shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, codes, ordinances, rules and regulations that will affect his work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. The Owner will not be responsible for any unforeseen conditions of the site encountered during construction as a result of the Bidder's non-examination and thorough site visit prior to submitting a proposal.
- C. Insurance Requirements
- The Contractor shall maintain such insurance with insurance companies satisfactory to the **Charlotte County Airport Authority** as will protect the **Authority** from Claims under Workmen's Compensation acts and other employee benefit acts and from claims for damages because of bodily injury, including death, and from claims for property damage which may arise either out of or during operations whether such operations be by the Bidder or by any subcontractor or by anyone directly or indirectly employed by any of them. Such insurance shall not be less than the following amounts and shall include the described coverages.
 - a. Claims under worker's (workmen) compensation, disability benefit and other similar employee benefit acts. Further, Contractor shall relieve the Authority from any costs due to accidents or other liabilities mentioned in worker's compensation act. Contractor or subcontractors with either an insufficient number of employees or in certain excluded occupational classifications are required to maintain worker's compensation coverage on a voluntary basis regardless of the statutory regulations.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - c. Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees.
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by

another person.

- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2). The insurance required by paragraph above, shall be written for not less than the following amounts, or greater if required by law:

a. Workmen's Compensation

Employer's Liability, Including all states
\$500,000 - each accident
\$500,000 - disease - policy limit
\$500,000 - disease - each employee

b. Comprehensive General Liability: shall include all major divisions of coverage and be on a comprehensive basis including explosion, collapse and underground; Independent Contractor's Protective: Products and Completed Operations: Broad Form Property Damage including completed operations; Contractual Liability; Personal Injury Liability with employment exclusion deleted;

c. Bodily Injury and Property Damage Limits: \$1,000,000 combine single limit, or under the simplified form:

(i) General Aggregate.....	\$1,000,000
(ii) Products & Completed Operators Aggregate.....	\$1,000,000
(iii) Products & Advertising Injury.....	\$1,000,000
(iv) Each Occurrence.....	\$1,000,000
(v) Fire Damage (Any One Fire).....	\$50,000
(vi) Medical Expenses (Any One Person).....	\$5,000

d. Products and Completed Operations: Insurance to be maintained for three (3) years after issuance of the final certificate for payment.

e. Mobile Equip/Comprehensive Vehicle Liability: (owned, non-owned, and hired.) \$500,000 combined single limit for each occurrence.

f. Umbrella Excess Liability: The limits of liability outlined in items b and c above may be satisfied by a combination of primary and umbrella liability coverages. The total limits provided by a combination must equal or exceed \$2,000,000.

II. PROJECT SCHEDULE

Item	Date
Issue/Advertise RFB	January 19, 2023
Non-mandatory pre-bid conference	January 26, 2023, at 2:00 PM
Question deadline	February 8, 2023
Final addendum issued (no later than)	February 10, 2023
Proposal due date and time / Bid Opening	February 15, 2023, at 2:00 PM
Airport Authority Board Award Contract	February 16, 2023
Notification of Award issued	February 20, 2023
Notice to Proceed	TBD
Delivery	TBD
Project Closeout	TBD

III. PREPARATION AND SUBMISSION OF PROPOSALS

- A. The Proposal shall be on the “Proposal Form” provided; no other forms are acceptable with the exception of forms required under **IV. EVALUATION AND SELECTION CRITERIA.**
- B. Each Bidder shall present his Proposal in a sealed opaque envelope and marked at the lower left-hand corner **Punta Gorda Airport – NEW AIRCRAFT TUG** with the name of the bidder.
- C. The Bidder's envelope shall contain one (1) signed unbound original, three (3) complete bound copies and one (1) electronic pdf version on portable media of the Proposal Form.
- D. Proposals shall be submitted as indicated by the “Proposal Form” and shall be signed in ink by an official of the firm submitting the proposal.
- E. Erasures or other changes in a Proposal shall be explained or noted over the signature of the Bidder.
- F. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the Bid, or irregularities of any kind, may be rejected by the owner as being incomplete and not qualified for consideration.
- G. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him with the usual signature.
- H. A Proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.

- I. A Proposal submitted by a Corporation shall be signed by the legal name of the Corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the proposal shall be typed or printed below the signature.
- J. A Power of Attorney or other satisfactory evidence of the authority of the officer signing on behalf of the Corporation shall be furnished for the Owner's records.
- K. Acknowledgment of receipt of all Addenda shall be made by each Bidder in the space provided in the Proposal Form.
- L. The Bidder is required to fill in all the blank spaces on the Proposal and Bid Schedule.

IV. EVALUATION AND SELECTION CRITERIA

- A. The proposer shall provide a quote of all materials and costs necessary to do the work. The quote must include a list of all items and their quantities required to completely furnish and deliver the new Aircraft Tug. Additionally, the quote must include unit costs for each item and must include the total cost to do the work. The total cost to do the work must include all materials, labor, equipment, tools, and incidentals necessary to furnish and deliver a fully operational Aircraft Tug.
- B. The proposer shall provide a schedule indicating fabrication and delivery timeframes.
- C. A contract will be awarded to the selected proposer based on the total cost of the submitted quote. DO NOT provide estimates. Provide the actual cost to do the work.
- D. The solicitation will be awarded to the Proposer who submits the lowest total quote provided that the quote meets the specification requirements listed in this solicitation.

V. INTERPRETATIONS

- A. Each Bidder shall carefully examine the Contract Documents consisting of the Plans and Specifications, and all addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a Proposal. Should a Bidder find discrepancies or ambiguities in, or omission from Contract Documents, or should he be in doubt as to their meaning, he shall at once and, in any event not later than ten (10) days prior to bid date, notify the **Charlotte County Airport Authority** who will send written addenda to all Bidders. The **Charlotte County Airport Authority** will not be responsible for any oral instructions. All addenda sent to Bidders will become a part of the Contract Documents.

- B. All inquiries shall be directed in writing to **Cory Elijah, Assistant Project Manager** at celijah@FlyPGD.com. The last day for questions related to the bid documents shall be **February 8, 2023**. No allowance will be made after Bids are received for oversight by Bidder.
- C. If any amounts are written, where a discrepancy occurs between the prices quoted in words and/or in numbers, the unit price written in words shall govern the final costs or award of Contract.

VI. ACCEPTANCE/REJECTION OF BIDS

- A. The **Charlotte County Airport Authority** proposes to award the contract to the lowest qualified Bidder submitting a reasonable bid.
- B. Issuance of this Request for Bids does not commit the Airport Authority to pay any costs incurred in preparation of a proposal or to procure or contract for related services or supplies.
- C. Negligence on the part of the Bidder in the preparation of his Proposal shall not be grounds for the modification or withdrawal of a Proposal after the time set for Bid opening.

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

PROPOSAL FORM

TO: Charlotte County Airport Authority

From:

(Proposer's Name)

(Address)

(City, State & Zip Code)

(E-Mail Address)

(Date)

(Phone Number)

- A. The undersigned, as Proposer, does hereby declare that he has familiarized himself with the contents of the RFP Proposer together with any addenda as listed herein (paragraph J) and hereby proposes to furnish all labor, materials, and equipment and perform all work required in strict accordance with the provisions of documents noted above for the consideration of the prices provided in the RFP.

- B. The undersigned affirms that in submitting a proposal, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Proposer to maintain the prices of said work, or any compact to prevent any other Proposer or Proposers from submitting on said contract or work and further affirms that such proposal is made without regard or reference to any other Proposer or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such submitting in any way or manner whatsoever.

- C. The undersigned further agrees that if awarded the contract he will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he will complete the work in accordance with proposal schedules and time frame. If the undersigned fails to complete any phase of the work within the submitted time frame and if he fails to complete all of the work on or before the

expiration of the submitted calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages equal to **\$250 per day** and retain for failure of the undersigned to complete this Contract on or before the expiration of the scheduled critical time frames.

- D. In submitting this Proposal, it is understood that the right is reserved by the Owner to waive formalities, technicalities, and irregularities, and to reject all Proposals and to negotiate with the apparent qualified Proposers if necessary. It is agreed that **THIS PROPOSAL MAY NOT BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER** the opening thereof.

- E. A Proposal shall be considered unresponsive and shall be rejected if it fails to include items shown on the Checklist for Proposal Submission or if the Proposer fails to furnish required data. When a determination has been made to award a Contract to a specific Proposer, such Proposer shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors as the Owner may require.

The Proposer shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand (\$10,000.00) dollars or more and shall obtain similar compliance by such subcontractors before awarding such subcontracts. No subcontract shall be awarded to any noncomplying subcontractor.

- F. The undersigned acknowledges receipt of the following addenda:

ADDENDA NUMBER	DATED
_____	_____
_____	_____
_____	_____
_____	_____

- G. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for three (3) years or 3,000 Hobbs/Tach Time from the Date of FINAL Acceptance, unless otherwise specified within the Contract Documents.

- H. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined- for this project by the U.S. Secretary of Labor and the **Charlotte County Airport Authority**, were used in the preparation of this Proposals.
- I. It is a condition of this Bid and any subsequent contract entered into pursuant to this Bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards, Title 29, CFR, Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82, Statute 96; that it is a further condition of this Bid that he shall be solely responsible for the enforcement of such Construction and Health Standards, and that he definitely understands that the Owner and his authorized representatives will not assume any liability resulting from his failure to police and enforce all such standards.
- J. The undersigned acknowledges that the Charlotte County Airport 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, notifies all Proposers or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- K. The undersigned acknowledges that all contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- L. The work will be completed in accordance with the selected proposers schedule Construction activities cannot interfere with aircraft operations without prior

approval and coordination with the Airport.

M. The legal status of the undersigned is: (The Proposer shall complete appropriate portion of form (1., 2., or 3.) and strike out the other two.)

(1) A corporation duly organized and doing business under the laws of the State of _____, for whom bearing official title of _____, whose signature is affixed to this Bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation: date of qualification in _____ (State).

Name and address of Process Agent: _____

(Out of State Contractor shall also provide name and address of process agent in the State of Florida.)

(2) A partnership, all the members of which, with addresses are: (Designate general partners as such.)

If all partners are non-residents of Florida: Designate name and address of agent required for service of process located in Florida.

(3) An individual, whose signature is affixed to this bid. (If non-resident of Florida, resident agent for the service of process must be designated

Dated and signed at _____,

_____, this _____ day of _____.

NAME OF
PROPOSER: _____

BY: _____

TITLE: _____

BUSINESS ADDRESS: _____

PHONE NO. _____

E-MAIL ADDRESS _____

FLORIDA TAX
REGISTRATION NO. _____

WITNESS: _____

END OF PROPOSAL FORM

PRIME BIDDER'S QUALIFICATIONS

Each contractor shall furnish with his bid the following completed and signed statements on "evidence of competency" and "evidence of financial responsibility". The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. Name of Bidder: _____

2. Business Address: _____

3. Telephone Number: _____

4. When Organized: _____

5. Where Incorporated: _____

6. How many years have you been engaged in the contracting business under the present firm name?

7. What is the type of construction work in which you are principally engaged?

8. On separate sheet list major contracts in past 10 years. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

_____ Phone _____

_____ Phone _____

_____ Phone _____

9. Have you personally inspected the proposed Work and have you a complete plan for its performance?

10. Will you sublet any part of this Work? If so, give details: _____

11. On separate sheet list equipment, you own and plant available for this project. List equipment that you will purchase or rent for the proposed Work.

12. On separate sheet, list key personnel that will be available for this project.

13. Enclose a copy of latest Financial Statement.

14. Credit Available for this Contract: \$ _____

15. Contracts now in hand, Gross Amount: \$ _____

16. Have you ever refused to sign a contract at your original bid? _____

17. Have you ever been declared in default on a contract? _____

18. Minority Business Statement: Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985?

YES or NO

19. Remarks: _____

20. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

(Correct Name of Bidder)

- a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

- b. The address and phone number of principal place of business is: _____

- c. The name of the partners, corporate officers, or members, or individuals doing business under a trade name, are as follows:

(The above statements must be subscribed and sworn to before a Notary Public.)

Date: _____

Firm Name: _____

By: _____

Title: _____

State of Florida General Contractor's License

No.: _____

Date of Expiration: _____

Notary Public: _____

END OF PRIME BIDDER'S QUALIFICATIONS

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm

Signature

Print Name

Title

Date

END OF DRUG-FREE WORKPLACE COMPLIANCE FORM

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, of the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, OWNERS, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any bidder, firm or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit or cost elements of the bid price of any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against (recipient) or any person interested in the proposed work;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder of any other of its agents, representatives, OWNERS, employees or parties in interest including this affidavit.

Signature

Print Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

END OF NON-COLLUSIVE AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

1.01 This sworn statement is submitted with Bid, Proposal or Contract No. RFB-2-0-2023/CE – NEW AIRCRAFT TUG.

1.02 This sworn statement is submitted by _____
_____ (name of entity submitting sworn statement) whose
business address is _____
_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is _____.

1.03 My name is _____ (please print name of Individual signing)
and my relationship to the entity named above is
_____.

1.04 I understand that a "public entity crime" is defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

1.05 I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry plea of guilty or nolo contendere.

1.06 I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime: or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of

shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

1.07 I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

1.08 Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings, the final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

SWORN STATEMENT UNDER SECTION 287.133(3) (a). FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

(Signature) Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of Individual signing) affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

END OF SWORN STATEMENT - PUBLIC ENTITY CRIME

**STATE CONTRACT
PROVISIONS**

FDOT MANDATORY REQUIREMENTS
Restrictions, Prohibitions, Controls and Labor Provisions

PUBLIC ENTITY CRIMES
(FS 287.133, PTGA 17(a))

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

DISCRIMINATION
(FS 287.134, PTGA 17(b))

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

NON-RESPONSIBLE CONTRACTORS
(FS 337.165, PTGA 17(c))

An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

PROHIBITION ON USING FUNDS FOR LOBBYING
(FS 216.347, PTGA 17(d))

No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

UNAUTHORIZED ALIENS

(Section 274A Immigration and Nationality Act, PTGA 17(e))

The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

E-VERIFY COMPLIANCE

(FS 448.095, PTGA 17(g))

The Consultant, its Team, and its subcontractors shall,

- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor/contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

INSPECTOR GENERAL COOPERATION

(FS 20.055(5), PTGA 19(i))

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

END OF FDOT MANDATORY REQUIREMENTS

SPECIFICATIONS

NEW AIRCRAFT TUG

SECTION 10 DESCRIPTION

10-1 GENERAL. The intent of the new AIRCRAFT TUG project includes the complete fabrication and delivery of a brand-new All-Wheel Drive, Low Profile Aircraft Tug capable of at minimum, an 85,000 Ib. towing capacity. Contractor shall provide a complete and operational AIRCRAFT TUG to the satisfaction of the Owner. Major tug specifications shall include:

- a. All-Wheel Drive Power Train
- b. Front and rear hitch with sight tunnels
- c. Mid-operator design with slide-in & slide-out access
- d. Low Profile Design with Max. 11.5 Inch Step Height and 9 Inch Ground Clearance
- e. Min. 8,000 Ibf Drawbar Pull
- f. Min. 115,000 Ib Max Tow (Dry – 1% Grade)
- g. Min. 85,000 Ib Towing Capacity
- h. Min. 3-year/3,000-hour warranty
- i. Diesel Powered Engine
- j. Min. 3 Forward Speeds and 1 Reverse
- k. Hydraulic Steering and Braking System
- l. Mechanical Parking Brake
- m. Local Support and Parts Availability

10-2 PROJECT COORDINATION.

- a. The project shall follow this basic cycle of events:

	Milestone	Description
1.	Submittal	The Tug Manufacturer shall submit specifications to the owner.
2.	Submittal Review and Approval	Submittal is reviewed by the owner.
3.	Production Release	The Tug Manufacturer shall release approved system to manufacturing.
4.	Production	Tug is manufactured.

5.	Shipment of system	Approved Tug is shipped to owner.
6.	Acceptance Testing	Tug is available for Acceptance Testing which shall be witnessed by the owner.
7.	Manuals / As-Built drawings	The Tug Manufacturer shall issue operator manuals, maintenance manuals and any other pertinent manuals and drawings. Documents shall be provided both in hard copy (minimum of six (6) sets) and electronic format.
8.	Final Owner Acceptance	Upon completion of all contractual requirements, equipment is accepted in writing by the Owner.
9.	Warranty and Support	The Tug Manufacturer shall provide warranty and support per the contractual requirements.

10-3 SUBMITTAL.

- a. Shop Drawings and Material Lists. Prior to start of project construction and within 30 days of contract award, the manufacturer shall submit to the Owner for approval six (6) copies of manufacturers' brochures containing complete dimensional and performance characteristics, power requirements, and operation instructions, etc.
- b. Submittals shall be arranged, identified and bound: complete with suitable index.
- c. All significant equipment to be supplied shall be listed followed by descriptive data sheets. The equipment list shall include each component name, manufacturer, model number, a description of the operation, quantity supplied and any special setup and operation and maintenance characteristics.

10-4 OPERATION AND MAINTENANCE MANUALS. The manufacturer shall furnish clear, typewritten, easy-to-understand, tightly bound, hard cover instruction manuals for daily operation and maintenance of the equipment. Manuals shall also be submitted electronically. Specifically, the manuals shall contain explicit instructions and well-diagrammed procedures for operations and maintenance. The instruction manuals shall include as a minimum the following information.

- a. Photographs and data sheets of major system components.
- b. Manufacturer-published operation and maintenance instructions on all equipment.
- c. Description of systems operation.
- d. Configuration language description.

10-5 GUARANTEE. The complete system shall be guaranteed to meet or exceed the design requirements of the specifications.

Equipment, hardware, and, materials which do not achieve design requirements after installation shall be replaced or modified by the manufacturer to attain compliance, at no additional cost.

All new equipment shall be unconditionally guaranteed against any defects for thirty-six (36) months or 3,000 Hobbs/Tach Time from date of final acceptance by the Owner.

10-6 SYSTEM SERVICE AND SUPPORT.

- a. The AIRCRAFT TUG Manufacturer shall provide technical assistance and support during the warranty period.
- b. The AIRCRAFT TUG Manufacturer shall provide a 7 day a week / 24 hours a day support phone line.
- c. The AIRCRAFT TUG Manufacturer shall provide technical phone support within four (4) hours of the initial call.
- d. The AIRCRAFT TUG Manufacturer shall provide free phone consultation and technical support as required during the warranty period and if necessary shall be on-site within 24 hours.
- e. The AIRCRAFT TUG Manufacturer shall provide information about preventative maintenance programs and extended warranty packages.
- f. The AIRCRAFT TUG Manufacturer shall provide evidence of local support and parts availability with his proposal.

SECTION 20 EQUIPMENT AND MATERIALS

20-1 ENGINE/MOTOR SPECIFICATIONS. Manufacturer shall meet the following specifications or Owner approved equal.

- a. Engine Type – Diesel
- b. Fuel Delivery – Direct Injection
- c. Rated Output – 68 HP @ 2,800 RPM
- d. Rated Torque – 186 Ft Ibs @ 2,800 RPM
- e. No. of Cylinders / Displacement – 4 Cylinders / 3.3 L
- f. Fuel Capacity – 13 Gallons

20-2 ELECTRICAL SPECIFICATIONS. Manufacturer shall meet the following specifications or Owner approved equal.

- a. Lights – 12V LED
- b. Backup Alarm
- c. Mounted Strobe Light
- d. Rear Hitch Light & Mounted Strobe
- e. Low Oil Pressure Auto Shutdown, Hi Temp Auto Shutdown
- f. Parking Brake Override Protection

g. Keyless Ignition

20-3 MECHANICAL SPECIFICATIONS. Manufacturer shall meet the following specifications or Owner approved equal.

h. Drop Pin E-Hitch

i. Line of Sight Hitch Visibility for Front and Back Hitches

j. Rubber Deck Protectors

k. Limited Slip Rear Axle

l. Standard Pnuematic Tires

m. Tow Bar Rack

METHOD OF MEASUREMENT

30-1 NEW AIRCRAFT TUG. The quantity of new aircraft tug to be paid for under this item shall consist of the equipment specified herein and accepted as a complete unit.

BASIS OF PAYMENT

40-1 NEW AIRCRAFT TUG. Payment will be made at the per lump sum for a new aircraft tug. This price shall be full compensation for all labor, equipment, tools and incidentals necessary to complete the Item. Payment shall be made in the amount per the awarded quote from the selected Proposer.

END OF NEW AIRCRAFT TUG SPECIFICATION