

LEE COUNTY PORT AUTHORITY AIRPORTS SPECIAL MANAGEMENT COMMITTEE

MEETING AGENDA 1:30 PM June 16, 2020

Training and Conference Center Southwest Florida International Airport

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

Administrative Agenda

Oral Presentations

• RFP 20-28MMW Executive Search Services for an Airport Executive Director

Acting Executive Director Items

Port Attorney Items

Airports Special Management Committee Items

Adjourn

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

1. Request Committee approve the minutes of the February 18, 2020 Airports Special Management Committee (ASMC) meeting.

Term:

N/A

Funding Source:

N/A

2. Recommend Board approve a partial redemption of the Series 2010 Airport Revenue Bonds.

Term:

N/A

Funding Source:

N/A

3. Request Board approve a resolution authorizing Passenger Facility Charges to be treated as additional security.

Term:

N/A

Funding Source:

N/A

4. Request Board adopt a Resolution approving a proposed amendment to the Lee County Port Authority Personnel Policies and Procedures Manual to create Part 314 Voluntary Furlough Policy

Term:

N/A

Funding Source:

N/A

5. Request the Board approve the sole source purchase and installation of eleven (11) EMV compliant fee computers and two (2) automated pay stations and associated hardware and software from HUB Parking Technology for use at the Southwest Florida International Airport in an amount not to exceed \$212,566

Term:

N/A

Funding Source:

General airport operating revenues collected during the normal operation of the airport, account number VB51341200.506410, Airport Finance

CONSENT AGENDA – Continued

ADMINISTRATION – Brian McGonagle

6. Request Board approve a Third Amendment to "Airline-Airport Use and Lease Agreement" with Delta Air Lines, Inc.

Term:

October 1, 2008, to September 30, 2021

Funding Source:

n/a

7. Request Board approve a "Nontenant Rent-A-Car Airport Use Permit Agreement" with ER Travel, LLC (d/b/a Easirent)

Term:

Month to month commencing March 1, 2020

Funding Source:

n/a

8. Request Board approve a "Second Amendment to Lease of Portion of Parking Lot at Southwest Florida International Airport" with Gartner, Inc.

Term:

terminates lease effective March 12, 2020, and grants Lessee an option to lease an alternate parcel through June 30, 2022.

Funding Source:

n/a

9. Request Board approve an "Airline Parking Agreement" with Comlux Aruba N.V.

Term:

month to month, beginning March 1, 2020.

Funding Source:

n/a

10. Request Board approve a "First Amendment to "Lease of Office Space at Page Field Airport" with FMY Holdings, LLC.

Term:

Month-to-month

Funding Source:

n/a

11. Request Board approve an "On-Airport Land Lease" with the United States of America Department of Transportation Federal Aviation Administration.

Term:

October 1, 2020 to September 30, 2029.

Funding Source:

n/a

CONSENT AGENDA – Continued

ADMINISTRATION – Brian McGonagle

Request Board adopt an updated Zone Schedule for Foreign Trade Zone #213, and approve submission of the new Zone Schedule to the Foreign-Trade Zone Board of the U.S. Department of Commerce.

Term:

n/a

Funding Source:

n/a

AVIATION – Gary Duncan

Request Board approve a First Amendment and Extension to Service Provider Agreement for Landscaping Services at Page Field with P&T Lawn & Tractor Service, Inc., for a continued annual amount of \$159,504 plus extra services as authorized, extending the initial term of the contract for two (2) years as provided for in the original Agreement.

Term:

June 24, 2020 to June 23, 2022

Funding Source:

Account UH5120041203.503490, Other Contracted Services,

DEVELOPMENT – Mark Fisher

Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) in the amount of \$1,502,176 from the Florida Department of Transportation for construction services associated with the completed Multi-use Aircraft Hangar and Ramp at Page Field (FMY).

Term:

N/A

Funding Source:

N/A

15. Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 431367-1-94-02) in the amount of \$100,000 from the Department of Transportation for the Airside Pavement Rehabilitation at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

Request Board authorize execution of a contract between the Port Authority and RS&H, Inc., to provide General Architectural and Engineering Services.

Term:

Three (3) years

Funding Source:

CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher

17. Request Board authorize execution of a contract between the Port Authority and Hole Montes, Inc. to provide General Architectural and Engineering Services.

Term:

Three (3) years

Funding Source:

N/A

PORT ATTORNEY – Greg Hagen

18. Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to JCP Leasing, Inc.'s corporate hangar at Page Field Airport.

Term:

N/A

Funding Source:

ADMINISTRATIVE AGENDA

ADMINISTRATION – Brian McGonagle

Request the Board approve (1) the FY 2020-21 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for Southwest Florida International Airport, (3) the FY 2020-21 Compensation Plan, (4) the Page Field Rates and Fees for FY 2020-21, and (5) the authorization for the Executive Director or his designee to make inter-fund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.

Term:

October 1, 2020 - September 30, 2021

Funding Source:

N/A

20. Request Board rank qualifications submitted for Request for Proposals RFP 20-28MMW for Executive Search Services for an Airport Executive Director.

Term:

N/A

Funding Source:

HR

AVIATION – Gary Duncan

21. Request Board rank proposals submitted for RFP 20-12MLW Aviation Fuel Supplier for Base Operations at Page Field.

Term:

Five (5) to Ten (10) yrs. with or without renewals based on firm selected and incentives proposed.

Funding Source:

Acct. UH5120041203.505265, Inv. Purch.

Request Airport Special Management Committee consider an oral presentation from the single, qualified, proposing On-Demand Taxicab firm, MBA Airport Transportation, LLC or waive the presentation and recommend Board authorize staff to begin negotiations to provide on-demand taxicab concession services at Southwest Florida International Airport. In addition, request extending MBA's existing contract on a month-to-month basis until a new contract becomes effective.

Term:

3 yrs. with one (1) two-year renewal option starting 7/1/20.

Funding Source:

<u>ADMINISTRATIVE AGENDA – Continued</u>

DEVELOPMENT – Mark Fisher

23. Request Board rank qualifications submitted for LOQ #20-33 Construction Engineering & Inspection Services for the RSW Airside Pavement Rehabilitation - Airfield Electrical Vault project at Southwest Florida International Airport.

Term:

TBD

Funding Source:

N/A

ACTING EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

COMMENTS FROM THE CHAIR OF THE ASMC

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

 REQUESTED MOTION/PURPOSE: Request Committee approve the minutes of the February 18, 2020 Airports Special Management Committee (ASMC) meeting. FUNDING SOURCE: N/A TERM: N/A WHAT ACTION ACCOMPLISHES: Approves minutes for February 18, 2020 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy. 			 5. CATEGORY: 1. Consent Agenda 6. ASMC MEETING D. 7. BOPC MEETING DA 		
8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT ADMINISTRATIVE		() N	REQUESTOR OF INFOR ALL REQUESTS) IAME Brian McGonagle DIV. Administration		
10. BACKGROUND: Attachment: ASMC Meeting Minutes - 2/18/2020 - Draft					
		11. RECOMMEND	ED APPROVAL		
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R. Biegel	Hictoria S. Moreland	X/A	Brian W. McGonagle	Gregory &. Hagen	Senjamin R. Siegel
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED OTHER		DENIE	OVED OVED as AMENDED D RRED to		

MINUTES

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEETING FEBRUARY 18, 2020

A meeting of the Airports Special Management Committee (ASMC) was held this date, February 18, 2020, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

Randy Krise (Chair)
Robbie Roepstorff (Vice Chair)
Noel Andress
John Goodrich
Fran Myers
Scott Cameron - Absent
Dana Carr

Committee member Scott Cameron was absent for the entire meeting.

Randy Krise called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

On file (electronically) in the Communications and Marketing Office: Monthly Project Summary Reports for January and February and the Procurement Status Report for February.

ANNUAL REORGANIZATION OF AIRPORTS SPECIAL MANAGEMENT COMMITTEE:

The annual reorganization of the Airports Special Management Committee was held and conducted by Brian McGonagle, division director of administration. Noel Andress nominated Robbie Roepstorff, seconded by Randy Krise. Mr. McGonagle called for any additional nominations for Chairman. No other members were nominated. Mr. Goodrich moved to close the nominations. Mr. McGonagle took a voice vote and Ms. Roepstorff was approved 6-0. Mr. McGonagle then turned the reorganization over to the newly appointed Chair to conduct the nomination for Vice Chairman. Mr. Krise nominated Noel Andress as Vice Chair, seconded by Mr. Goodrich. Ms. Roepstorff called for any additional nominations for Vice Chairman and no other members were nominated. A voice vote was taken and Mr. Andress was approved 6-0 as Vice-Chairman.

Ms. Roepstorff then asked Mr. Krise to keep his current seat as the ASMC representative on the Horizon Council for 2020 and Mr. Krise agreed.

Ms. Roepstorff announced that at the last Board of County Commissions (BoCC) meeting, the regional members of the ASMC, Scott Cameron, of Collier County and Dana Carr, of Charlotte County were reappointed to the Committee.

PUBLIC PRESENTATION:

- Maintenance Department Senior Manager of Facilities Richard Keane and Director of General Aviation at Page Field Scott Sheets, gave a brief history of the job experiences, accomplishments, and personal lives, and along with the ASMC Chair, congratulated and presented Length of Service Awards to:
 - Patrick Brown 15 Year Service Award
 - Arlie McMillan 15 Year Service Award
 - Cheryl Morrison 20 Year Service Award

<u>Public Comment on Consent or Administrative Agenda Items</u>: No public comments on the Consent or Administrative agenda.

The following are Consent Agenda items pulled for discussion:

Robbie Roepstorff (Chair)	None
Noel Andress (Vice Chair)	None
John Goodrich	None
Randy Krise	C.16
Fran Myers	C.12
Dana Carr	None

<u>CONSENT AGENDA</u> - A motion to approve the balance of the Consent agenda was made by John Goodrich, seconded by Randy Krise; called and carried, with Committee member Scott Cameron absent (6-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

2. Request Committee approve the minutes of the December 17, 2019 Airports Special Management Committee (ASMC) meeting.

Term:

N/A

Funding Source:

N/A

3. Request Board approve a concurring resolution authorizing the Lee County Port Authority to secure a non taxable bank loan in the form of a direct placement bond not to exceed \$42,000,000.

Term:

N/A

Funding Source:

Net revenues from the normal operation of the Southwest Florida International Airport.

4. Request the Board approve an amendment to the Crown Castle Distributed Antenna System agreement to add additional locations for DAS antennas.

Term

September 8th, 2026

Funding Source:

N/A

5. Request Board approve a "Lease of Terminal Space at Southwest Florida International Airport" with G2 Secure Staff, L.L.C.

Term:

Month-to-month beginning February 1, 2020

Funding Source:

n/a

6. Request Board approve a "Ground Lease of Certain Non-Aviation Land at Page Field" with Moralez Real Estate LLC.

Term:

Commences May 1, 2020, and continues until 20 years after the "Rent Commencement Date" (which will be no later than November 1, 2021); Lessee will have two (2) options to extend by five years each

Funding Source:

n/a

AVIATION

7. Request Board award RFB #19-18LKD, for Grounds Maintenance Service for SFIA-Multiple Entrance(s) to two (2) vendors, a primary: Commercial Landscape Professionals, Inc. dba Trimac Outdoor, and a secondary vendor: P&T Lawn and Tractor Services, Inc., in the event the primary vendor cannot perform.

Term:

One (1) year term with authority to extend term for up to three (3) additional oneyear renewal periods as delegated to the Executive Director.

Funding Source:

Account WJ5300041200.503490, Lee County Port Authority Maintenance Other Contracted Services.

8. Request Board approve the purchase of air handler filters from Motion Industries, Inc. through Sourcewell Contract #121218-MII and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.

Term:

Four (4) year Service Provider Agreement with the option for one (1), one-year renewal.

Funding Source:

General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport account WJ5200041200.504635 Equipment Repair Parts.

9. Request Board award RFB 20-15MLW for the purchase, and if needed, the installation of two (2) bridge mounted passenger boarding pre-conditioned air units (PCA) to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$169,064.00 per the terms and conditions of the purchase contract.

Term:

One (1) year, to commence on or about March 12, 2020.

Funding Source:

Capital Account VB5131541200.506410

10. Request Board approve the use of up to \$110,000 in Passenger Facility Charge (PFC) funds to replace forty (40) sets of Personal Protective Equipment (PPE) for the Aircraft Rescue and Fire Fighting Department personnel.

Term:

NA

Funding Source:

PFC account VB5131541231.506410.

11. Request Board approve the purchase of three (3) emergency response vehicles from Tamiami Ford under Collier County Solicitation Contract 19-7522 in the amount of \$234,225.97.

Term:

N/A

Funding Source:

Account VB5131541200.506430 Vehicle and Rolling Stock.

AVIATION

12. Request Board approve nine (9) part time positions in our Airport Police Department (APD).

Term:

N/A

Funding Source:

APD WD5423041200.501230

Ms. Myers requested this item be pulled for discussion. Ms. Myers asked Mr. Duncan to expand on the hiring of nine part-time police officers. Ms. Myers then asked if the new officers would be patrolling the airport. From the podium, Gary Duncan, deputy executive director of aviation, explained that the nine fully certified part-time police officers will primarily be assigned to respond to calls and patrol in the area within the three TSA checkpoints. Mr. Duncan went on to explain that there is also a considerable cost savings in hiring part-time officers in this capacity. Mr. Krise commented that the Authority should have no trouble finding and hiring qualified part-time police officers and commended the staff on the great job they are doing. There were no further comments or questions from the committee members.

A motion to approve item C.12 was made by Ms. Myers, seconded by Mr. Andress, called and carried with Committee member Scott Cameron absent (6-0).

DEVELOPMENT

13. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,505,653 from the Florida Department of Transportation for the Air Traffic Control Tower at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

14. Request Board authorize a contract with Halfacre Construction Company to provide Construction Management/General Contracting Services.

Term:

Three (3) years.

Funding Source:

N/A

15. Request Board authorize a contract with GATES Construction to provide Construction Management/General Contracting Services.

Term:

Three (3) years.

Funding Source:

DEVELOPMENT

16. Authorize staff to begin contract negotiations with Atkins North America, Inc. for design phase services associated with a future new headhouse, concourse and/or other expansion of the RSW terminal

Term:

N/A

Funding Source:

N/A

Mr. Krise requested this item be pulled for discussion. Mr. Krise and Ms. Roepstorff commented that they were happy with the direction being taken with this item. Mr. Siegel stated that approval of this item would allow staff to negotiate with Atkins North America to do a study of the gate expansion, including a new headhouse at the end of the concourse, a new concourse or both, as part of the design phase services associated with the Terminal Expansion Project. There were no further comments or questions from the committee members.

With no further discussion, a motion to approve item C.16 was made by Mr. Krise, seconded by Mr. Goodrich, called and carried with Committee member Scott Cameron absent (6-0).

PORT ATTORNEY

17. Approve Recognition Agreement recognizing sublease of Page Field Commons retail space to subtenant Trader Joe's East, Inc.

Term:

N/A

Funding Source:

ADMINISTRATIVE AGENDA ITEMS

DEVELOPMENT

18. Request Board rank qualifications submitted for LOQ 19-28LKD General Architectural & Engineering Services.

Term:

3 years

Funding Source:

N/A

Deputy Executive Director of Development Mark Fisher gave a brief summary to update the Committee on this item and stated that staff recommends that the ASMC rank firms in accordance with staff's review and scoring of the eleven written letters of qualifications and authorize staff to begin contract negotiations with the top two ranked firms. However, if the ASMC members would like to hear oral presentations prior to their ranking, staff recommends these be held with the top three submitting firms, with the presentations held at a future ASMC meeting. The staff ranking of proposals is as follows:

- 1. RS&H, INC.
- 2. HOLE MONTES, INC.
- 3. MEAD & HUNT, INC.

Mr. Krise stated the project doesn't require the Committee to hear oral presentations and that he would prefer to support and accept the recommendation of the staff. Mr. Goodrich asked if the staff was receiving fewer or more responses to LOQs and RFPs under the new process. Mr. Fisher responded that it was still too soon to tell since this is only the second project LCPA has done under the new process. Mr. Fisher pointed out that this project received eleven proposals, which was a good sign of response. Ms. Roepstorff stated that she went through the submittals thoroughly and felt that the top two recommended firms were very qualified and felt the staff did an excellent job of laying out the order of most to least qualified. With no further questions, the ASMC then ranked the firms in order of the staff's recommendation and as a result ranked RS&H, Inc. and Hole Montes, Inc. as the top two ranked firms.

With no further discussion, Mr. Andress moved approval, seconded by Ms. Myers, called and carried, with Committee member Scott Cameron absent (6-0).

ACTING EXECUTIVE DIRECTOR ITEMS

Items of interest are contained in the Acting Executive Director Remarks dated February 18, 2020 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

Mr. Krise asked if there are any problems associated with the janitorial transition. Mr. Siegel stated that the transition has gone very well with little to no interruption of service, pointing out that the janitorial staff has been very positive and excited about their new uniforms and employee benefits with the new company SP Plus.

PORT ATTORNEY ITEMS

No items offered by Senior Assistant Port Authority Attorney Gregory S. Hagen.

AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS

Noel Andress stated that he was glad that there would be a full analysis of the Terminal Expansion Project as it pertains to the gate expansion and is looking forward to the next step, reviewing the results.

John Goodrich asked about the traffic backup along the curb outside of the baggage claim area on the lower level that was encountered earlier in the week and asked if there was any way to remedy it. Mr. Duncan answered the question to Mr. Goodrich's satisfaction, noting that the airline location within the terminal determines the baggage belt used for arrival flights, which impacts the curb.

Fran Myers mentioned that those in the tourism industry feel that "season" started earlier than usual this year and feels that this will be a very good tourism year for the area. She also said she was concerned that the "bed tax" would be removed if a certain financial threshold was met and was watching the State legislature closely to see if this happens.

Randy Krise mentioned that Fort Myers was voted one of the best cities to retire in in the country and that the county has won many awards.

Robbie Roepstorff requested that the "next" ASMC meeting be listed at the bottom of the Agenda going forward.

ADJOURN

The Chair adjourned the meeting at 2:11 p.m.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

	LLL COUNTY FORT AUTHORITY						
1.			Recommend Board ap		5. <u>CATEGORY</u> : 2.		
	partial redemption of the Series 2010 Airport Revenue Bonds.		onds.	Consent Agenda			
	FUNDING SOUR	RCE: N/A					
	TERM: N/A	4.000MDL:0::=0 ::	U			ATE 0/40/0000	
4.			llows for the partial re	edemption of	6. ASMC MEETING D	<u>ATE</u> : 6/16/2020	
	the Series 2010	Airport Revenue Bo	onas		7 DeDC MEETING D	ATE: C/05/0000	
					7. BoPC MEETING DA	ATE: 6/25/2020	
8.	AGENDA:			0.5	REQUESTOR OF INFOR	OMATION:	
٠.		IAL/PUBLIC PRESENT	ATION		ALL REQUESTS)	NIMITION.	
	X CONSENT	IALII ODLIO I ILOLINII	ATION	NAME Brian McGonagle			
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	ADMINISTF	RATIVE			OIV. Administration		
					-		
10). BACKGROUND):		+			
			ds have \$36.7M in outs	standing princip	al with a maturity date of	2022. In March	
					bid as these bonds wer		
	interest rates wer	e favorable. Since the	e pandemic and the un	certainty of the	financial market, our Fin	ancial Advisor has	
					s economic sense to use		
					a portion of the remaining		
				onds. It is estin	nated that the Airport wil	defease	
	approximately \$8	.2M in 2020 and \$9.1	M in 2021.				
	Attachments:						
	1. Redemption Resolution						
	2. Concurring Redemption Resolution						
			11. RECOMMENDE	ED APPROVAL			
	DEPUTY EXEC	COMMUNICATIONS	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE	
	DIRECTOR	AND MARKETING				DIRECTOR	
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	Benjamin R.	Fictoria S.	X/A	Brian (W).	Gregory OS.	Benjamin R.	
	O\$iegel	Moreland		McGonagle	⇔ Cagen	Siegel	
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12	RECOMMENDAT			13. PURI AUT	IURIT ACTION:		
	ALOOMINENDAT	IVI 1 .		APPRO	OVED		
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		as AMENDED		DENIE	D		
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OTHER		OTHE	₹				

DRAFT #1: 06/03/20 040-00091.F1

RESOLUTION NO. 20-__-20

A RESOLUTION AUTHORIZING THE REDEMPTION OF A PORTION OF THE COUNTY'S OUTSTANDING AIRPORT REVENUE REFUNDING BONDS, SERIES 2010A (AMT); AUTHORIZING THE EXECUTION AND DELIVERY OF ANY REQUISITE DOCUMENTS AND THE TAKING OF ALL OTHER NECESSARY ACTIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA (hereinafter called "Board"), as follows:

SECTION 1. FINDINGS. It is hereby found and determined that:

- (A) Pursuant to the Master Resolution (as defined herein) there has been issued and are outstanding the Lee County, Florida Airport Revenue Refunding Bonds, Series 2010A (AMT) (the "Series 2010A Bonds").
- (B) The Series 2010A Bonds are currently callable upon appropriate notice being given to the holders thereof.
- (C) It is in the best economic interest of Lee County, Florida (the "County") to redeem a portion of the outstanding Series 2010A Bonds.
- (D) The County deems it in its best economic interest to provide payment for a portion of the Series 2010A Bonds (such portion being referred to herein as the "Redeemed Bonds") with legally available moneys of the County, including certain moneys received pursuant to the Coronavirus Aid, Relief and Economic Security Act and it will not be necessary for the County to incur any indebtedness to accomplish the redemption of the Redeemed Bonds.
- (E) The Board deems it in its best interest to authorize the [______ of the County/Division Director Administration of the Lee County Port Authority (the "Authority"),] to, in consultation with the Authority's financial advisor, identify the portion of the Series 2010A Bonds to be redeemed and to take such other action as is necessary or desirable to accomplish the same.
- **SECTION 2. AUTHORITY FOR THIS RESOLUTION.** This resolution is adopted pursuant to the provisions of Chapter 125, Part I, and Chapter 332, Florida Statutes, and other applicable provisions of law, and Resolution No. 92-08-48, adopted by the Board on August 26, 1992, as amended and supplemented from time to time and amended and restated pursuant to Resolution No. 00-02-45 adopted on February 16, 2000, as amended and restated pursuant to Resolution No. 00-03-04 adopted March 13, 2000

(collectively, the "Master Resolution"). Any capitalized terms used herein, but not other defined herein, shall have the meanings ascribed to such terms in the Master Resolution.

AUTHORIZATION TO REDEEM A PORTION OF THE **SECTION 3.** SERIES 2010A BONDS. The Board hereby authorizes the [___ County/Division Director - Administration of the Authority] (the "Authorized Representative"), upon consultation with the Authority's financial advisor, to identify which of the Series 2010A Bonds shall constitute Redeemed Bonds. The Authorized Representative is further authorized to direct the paying agent and registrar for the Redeemed Bonds to send at the appropriate time or times, notice of such redemption to the holders of the Redeemed Bonds in accordance with the Master Resolution, which redemption may be a Conditional Redemption, and to take such other action as is necessary or desirable to accomplish the redemption of the Redeemed Bonds as authorized hereby. In the event the redemption of the Redeemed Bonds is not undertaken after notice thereof has been provided to the holders of the Redeemed Bonds, the Authorized Representative is authorized to direct a notice of recission of the Conditional Redemption to be provided to the holders of the Redeemed Bonds.

SECTION 4. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of the Bond Resolution or this Resolution.

SECTION 5. REPEALING CLAUSE. All resolutions of the County, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED, in Regular Session this 25th day of June 2020.

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

(SEAL)	By:
	By: Brian Hamman, Chairman
ATTEST:	
LINDA DOGGETT, CLERK	
Clerk	_
APPROVED AS TO FORM:	
County Attorney	_

DRAFT #1: 06/03/20 040-00091.G1

PA

A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS APPROVING THE REDEMPTION OF A PORTION OF THE OUTSTANDING LEE COUNTY, FLORIDA AIRPORT REVENUE REFUNDING BONDS, SERIES 2010A (AMT); PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY (hereinafter called the "Board") as follows:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 125, Florida Statutes, Chapter 332, Florida Statutes, County Ordinance No. 01-14 and other applicable provisions of law.

SECTION 2. DEFINITIONS. As used herein, unless the context otherwise requires, all capitalized terms shall have the meanings ascribed to such terms in the resolution proposed for adoption by the Board of County Commissioners of Lee County, Florida, the form of which is attached hereto as EXHIBIT A and incorporated herein by reference as if the same were set out herein in full (the "County Resolution").

SECTION 3. INTERPRETATION. Any reference herein to the County or the Authority, or to any member or officer of either, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

SECTION 4. FINDINGS. The Board hereby adopts and confirms the findings of the County set forth in the County Resolution.

SECTION 5. APPROVAL OF COUNTY RESOLUTION. The Board hereby concurs with, joins in, and ratifies the adoption of the County Resolution. By such concurrence the Board hereby agrees to be bound by and comply with all of the terms, covenants and provisions of the County Resolution, including, in particular but without limitation, the terms, covenants and provisions set forth therein. The provisions of this Section 5 shall apply to the County Resolution in the form attached to this Resolution and not to any future amendments thereof unless the Authority shall have consented to the adoption of such amendment.

SECTION 6. REDEMPTION OF A PORTION OF THE SERIES 2010A BONDS. The Board concurs, approves and agrees with the redemption of a portion of the Series 2010A Bonds as provided in the County Resolution, particularly Section 3 thereof.

SECTION 7. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of this Resolution.

SECTION 8. REPEALING CLAUSE. All resolutions of the Board, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, in Regular Session this 25th day of June 2020.

LEE COUNTY PORT AUTHORITY

(SEAL)	
	By:
	Brian Hamman, Chairman
ATTEST:	
LINDA DOGGETT, CLERK	
Clerk	
APPROVED AS TO FORM:	
Authority Attorney	

EXHIBIT A FORM OF COUNTY RESOLUTION

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

 REQUESTED MOTION/PURPOSE: Request Board approve a resolution authorizing Passenger Facility Charges to be treat additional security. 				5. CATEGORY: Consent Age			
 FUNDING SOURCE: N/A TERM: N/A WHAT ACTION ACCOMPLISHES: Adopts a resolution author Passenger Facility Charges to be treated as additional security 				6. <u>ASMC MEET</u>7. <u>BoPC MEET</u>			
8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT ADMINISTRATIVE		()	REQUESTOR OF ALL REQUESTS) NAME Brian McG	onagle	MATION:		
10	The Airport's Master Bond Resolution was last adopted in March 2000 to authorize the issuance of the 2000 Airport Revenue Bonds. The resolution provides definitions for revenues and expenses and their specific uses. In the original resolution, Passenger Facility Charges (PFC's) were allowed to be used as a transfer to pay a portion of debt service. The attached resolution changes Sections 3.02 and 5.26 of the Master Bond Resolution and now allows PFC's to be treated as revenue. The changes provide more flexibility in meeting the Port Authority's debt service covenants. Attachments: 1. Resolution 2. Concurring Resolution						
			11. RECOMMENI	DED APPROVAL			
	DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTOR	RNEY	ACTING EXECUTIVE DIRECTOR
	Benjamin R. Biegel	Pictoria Æ. Moreland	N/A	Brian (W. McGonagle	Gregory (ACager		Benjamin R. Biegel
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED OTHER		APPRO APPRO DENIE	OVED as AMENDED D RRED to)			

DRAFT #1: 5/27/20 PASSENGER FACILITY CHARGES RESOLUTION

RESOLUTION NO. 20-__--20

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 00-03-04 OF LEE COUNTY, FLORIDA, ADOPTED ON MARCH 13. 2000, **AUTHORIZING CERTAIN PASSENGER FACILITY CHARGES** TO BE **CERTAIN** ADDITIONAL SECURITY FOR **OUTSTANDING** BONDS OF THE COUNTY; PROVIDING FOR SEVERABILITY: AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA (hereinafter called "Board"), as follows:

ARTICLE I AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 125, Part I, and Chapter 332, Florida Statutes, and other applicable provisions of law, and Resolution No. 92-08-48, adopted by the Board on August 26, 1992, as amended and supplemented from time to time and amended and restated pursuant to Resolution No. 00-02-45 adopted on February 16, 2000, as amended and restated pursuant to Resolution No. 00-03-04 adopted March 13, 2000 (collectively, the "Master Resolution"), and is supplemental to the Master Resolution.

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, the capitalized terms used in this resolution shall have the meanings specified in this Section. Capitalized terms not otherwise defined in this Section shall have the meanings specified in the Master Resolution.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

- "Bond Resolution" means, collectively, the Master Resolution, this Resolution and all resolutions amendatory hereof or supplemental hereto.
- "Chairman" means, the Chairman or Chairwoman of the Board of County Commissioners of the County, or in the absence of the Chairman or Chairwoman, the Vice-Chairman or other designee.
- "Master Resolution" means Resolution No. 92-08-48, adopted by the Board on August 26, 1992, as amended and supplemented from time to time, and as amended and

restated by Resolution No. 00-02-45, adopted on February 16, 2000 and Resolution No. 00-03-04, adopted on March 13,2000.

"PFC Pledged Bonds" means the _____ and ____ for which the Pledged PFCs have been pledged pursuant to Section 2.01 of this Resolution.

"Pledged PFCs" means the Passenger Facility Charges pledged to the payment of the PFC Pledged Bonds, all as described in EXHIBIT A attached hereto.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

- A. The County is authorized pursuant to the provisions of the Act and the Bond Resolution to pledge the Pledged PFCs. It is necessary and in the best interests of the health, safety, and welfare of the County and its inhabitants that the County pledge the Pledged PFCs to the PFC Pledged Bonds.
- B. In order to satisfy the provisions of Section 5.04 of the Bond Resolution it is necessary to treat the Pledged PFCs as Revenues as provided in Sections 3.02 and 5.26 of the Bond Resolution.
- C. The PFC Act and PFC Regulations, together with applicable PFC Approvals, permit the use of Pledged PFCs to pay debt on the PFC Pledged Bonds. The Bond Resolution allows for the pledge of such Pledged PFCs as additional security for the PFC Pledged Bonds and treats such Pledged PFCs as Revenues under the Bond Resolution.

SECTION 1.04 RESOLUTION AND BOND RESOLUTION TO CONSTITUTE CONTRACT. The covenants and agreements herein set forth to be performed by the County shall be for the equal benefit, protection and security of the Registered Owners of the PFC Pledged Bonds.

ARTICLE II PLEDGED PFCs

SECTION 2.01 PLEDGE OF PLEDGED PFCs. Pursuant to Sections 3.02 and 5.26 of the Bond Resolution, the County hereby pledges the Pledged PFCs as additional security for the PFC Pledged Bonds. The receipts from the Pledged PFCs shall be treated as Revenues and shall be deposited into a special Passenger Facilities Charge Subaccount of the Revenue Fund. Moneys in such Passenger Facilities Charge Subaccount shall be applied, on a parity with Revenues not derived from Passenger Facility Charges, in the manner in and with the order of priority set forth in Section 5.02(c) of the Bond Resolution, to the extent permitted by law, provided that such moneys shall only be applied for deposits to the applicable Subaccounts created for the

PFC Pledged Bonds. The pledge of the Pledged PFCs may subsequently be released and extinguished as provided in Section 3.02 of the Bond Resolution. The provisions of this Section 2.01 are subject to the conditions of Section 5.26 of the Bond Resolution.

ARTICLE III MISCELLANEOUS PROVISIONS

SECTION 3.01 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of the Bond Resolution or this Resolution.

SECTION 3.02 REPEALING CLAUSE. All resolutions of the County, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 3.03 EFFECTIVE DATE. This Resolution shall take effect immediately upon the final approval hereof.

DULY ADOPTED, in Regular Session this _____ day of ______, 2020.

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

(SEAL)	By:
	Brian Hamman, Chairman
ATTEST:	
LINDA DOGGETT, CLERK	
Clerk	
APPROVED AS TO FORM:	
County Attorney	

EXHIBIT A DESCRIPTION OF PLEDGED PFCs

DRAFT #1: 5/27/20 CONCURRING PASSENGER FACILITY CHARGES RESOLUTION

RESOLUTION OF THE OF Α **BOARD PORT** COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY AUTHORIZING CERTAIN PASSENGER FACILITY CHARGES TO BE ADDITIONAL SECURITY FOR CERTAIN OUTSTANDING BONDS OF THE COUNTY: **PROVIDING** SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY (hereinafter called the "Board") as follows:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 125, Florida Statutes, Chapter 332, Florida Statutes, County Ordinance No. 01-14 and other applicable provisions of law.

SECTION 2. DEFINITIONS. As used herein, unless the context otherwise requires, all capitalized terms shall have the meanings ascribed to such terms in the resolution proposed for adoption by the Board of County Commissioners of Lee County, Florida, the form of which is attached hereto as EXHIBIT A and incorporated herein by reference as if the same were set out herein in full (the "County Resolution").

SECTION 3. INTERPRETATION. Any reference herein to the County or the Authority, or to any member or officer of either, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

SECTION 4. FINDINGS. The Board hereby adopts and confirms the findings of the County set forth in the County Resolution.

SECTION 5. RESOLUTION CONSTITUTES A CONTRACT. The covenants and agreements herein set forth herein and in the County Resolution shall be for the equal benefit, protection, and security of the Registered Owners of the PFC Pledged Bonds.

SECTION 6. APPROVAL OF COUNTY RESOLUTION. The Board hereby concurs with, joins in, and ratifies the adoption of the County Resolution. By such concurrence the Board hereby agrees to be bound by and comply with all of the terms, covenants and provisions of the County Resolution, including, in particular but without limitation, the terms, covenants and provisions set forth therein. The provisions of this Section 6 shall apply to the County Resolution in the form attached to this Resolution and

not to any future amendments thereof unless the Authority shall have consented to the adoption of such amendment.

SECTION 7. PLEDGE OF PLEDGED PFCs. The Pledged PFCs are pledged to the payment of the PFC Pledged Bonds; provided that said pledge may be released and extinguished as provided in the County Resolution.

SECTION 8. AUTHORIZATION FOR EXECUTION OF DOCUMENTS AND CERTIFICATES IN CONNECTION WITH THE ISSUANCE OF SERIES 2020A BOND; APPROVAL OF THE NECESSARY ACTION. The Chairman of the Board or in the absence of the Chairman or in the event of his inability to act, the Vice-Chairman of the Board, the Clerk of the Board, and the Executive Director, or their respective designees, on the advice of the Financial Advisor, and Authority Attorney are hereby authorized and empowered, collectively and individually, to take all action and steps and to execute and deliver, on behalf of the Authority, and in their official capacities, any and all instruments, documents, or certificates which are necessary or desirable in connection with the pledge of the Pledged PFCs.

SECTION 9. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of this Resolution.

SECTION 10. REPEALING CLAUSE. All resolutions of the Board, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, in Regular Session this _____ day of _____, 2020.

LEE COUNTY PORT AUTHORITY

(SEAL)	D _v ,				
	By: Brian Hamman, Chairman				
ATTEST:					
LINDA DOGGETT, CLERK					
Clerk					
APPROVED AS TO FORM:					
Authority Attorney					

EXHIBIT A FORM OF COUNTY RESOLUTION

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

	LLE GOOITT I ORT AGTITORIT									
1.	REQUESTED MOTION/PURPOSE: Request Board adopt a Resolution approving a proposed amendment to the Lee County Port Authority Personnel Policies and Procedures Manual to create Part 314 Voluntary Furlough Policy FUNDING SOURCE: N/A TERM: N/A			5. <u>CATEGORY</u> : 4.						
				rt Authority	Consent Agenda					
				t 314						
_										
					6. <u>ASMC MEETING DATE</u> : 6/16/2020					
4.	4. WHAT ACTION ACCOMPLISHES: Amends the Personnel Policies and				7. <u>BoPC MEETING DATE</u> : 6/25/2020					
	Procedures Mai	nual								
8. AGENDA:				0.5	9. REQUESTOR OF INFORMATION:					
CEREMONIAL/PUBLIC PRESENTATION				(ALL REQUESTS)						
-					NAME Brian McGonagle					
_					NAME Brian McGoriagie					
	ADMINISTRATIVE				DIV Administration					
					DIV. Administration					
10	. BACKGROUNI	٦.								
10			and Procedure Manual	was last revise	d in Contombor 3	0010 Thi	a recolution adds a			
			oluntary Furlough Polic		u in September 2	2019. 1111	s resolution adds a			
	new section to th	e Policy. Part 314 - Vi	olulitary Fullough Polic	Jy.						
Attachmenter										
Attachments:										
Part 314 – Voluntary Furlough Policy Advantage Baselution										
Adopting Resolution										
11. RECOMMENDED APPROVAL										
	DEPUTY EXEC	COMMUNICATIONS	OTHER	FINANCE	PORT ATTO	RNEY	ACTING EXECUTIVE			
	DIRECTOR	AND MARKETING					DIRECTOR			
		○▼ ~	->- C/A	-		O.C.	5 7. 6			
	Benjamin R.	Victoria 🙈.	X/A	⊗rian (W.	Gregory		Benjamin R.			
	Biegel	Moreland		McGonagle	♂C age	m	O&iegel			
	,									
12.		GEMENT COMMITTEE		13. PORT AUTH	IORITY ACTION:					
	RECOMMENDAT	ION:		4 DDD.	N/ED					
APPROVED				APPROVED APPROVED as AMENDED						
APPROVED APPROVED as AMENDED				DENIE		ט.				
DENIED										
OTHER					DEFERRED to OTHER					
	JLIX			O I I I L	-					

Part 314: Voluntary Furlough and Recall

A. Voluntary Furlough

- When the need for a voluntary furlough has been determined by the Executive Director, each
 division shall assess the minimum staffing levels, by department, necessary to maintain
 operations. Beginning and end dates will be established and may vary based on business needs.
 Each division will present a comprehensive summary to the Executive Director for final approval
 of the voluntary furlough program.
- 2. Once a voluntary furlough is announced, employees may request a furlough by filing an application. Not every division/department will offer the opportunity to participate in the voluntary furlough as it is based on business needs, department size and staffing levels.
- 3. Selection for voluntary furlough will be based on position, job performance and seniority. Probationary employees or those on performance improvement plans are not eligible to apply.
- 4. Employees will not be paid while on voluntary furlough. However, LCPA will pay the full premium of both employer and employee contributions for the employee's benefits. Employees will sign an agreement, regarding the voluntary furlough, and confirm that they fully understand the terms of the furlough and the dates.
- 5. Employees will be eligible to file for unemployment on their own through the Florida Department of Economic Opportunity. LCPA makes no guarantee regarding whether any employee who participates in the voluntary furlough may be entitled to receive unemployment compensation benefits. This is the responsibility of the employee. LCPA will not dispute any claims for unemployment benefits.
- 6. No contributions will be made to the Florida Retirement System (FRS) during the furlough timeframe and employees will not receive FRS credit for time off while on furlough. Vested employees can purchase service credits to cover time off. Non-vested employees can only vest through hours worked, so time off while on voluntary furlough will not be counted toward vesting.
- 7. This furlough period is completely unpaid and employees cannot use any PTO during a voluntary furlough. There will be no change to the employee's PTO balance and the annual payout will be handled the same as for all other employees. Seniority dates will not be adjusted for the time on voluntary furlough.

B. Voluntary Furlough Recall

- 1. If business needs dictate, employees may be called back to work sooner than the original furlough end date.
- 2. A three day notice will be given to return. Employees are advised to remain in the area or be able to get back to the area within three days of the recall to work.
- 3. Employees will be returned to their same position at the same rate of pay (unless there has been a salary change due to an annual performance appraisal or union agreement.)

RESULUTION NO.	RESOLUTION	NO.
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A RESOLUTION OF THE LEE COUNTY BOARD OF PORT COMMISSIONERS AMENDING THE PORT AUTHORITY PERSONNEL POLICIES AND PROCEDURES MANUAL BY ADDING PART 314, PERTAINING TO A VOLUNTARY FURLOUGH PROGRAM; PROVIDING FOR SEVERABILITY AND SCRIVINER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lee County Port Authority operates the Southwest Florida International Airport and Page Field General Aviation Airport under the authority of Chapter 63-1541, Laws of Florida; Chapters 125 and 332 Florida Statutes; and Lee County Ordinance No. 01-14; and,

WHEREAS, the Lee County Board of Port Commissioners is the governing body of the Lee County Port Authority, a political subdivision and dependent special district of Lee County, Florida; and,

WHEREAS, the Board of Port Commissioners, pursuant to Section VIII of Lee County Ordinance No. 01-14, has adopted a Personnel Policies and Procedures Manual for the Port Authority, separate and distinct from the policies of Lee County, Florida, by adoption of Port Authority Resolution No. 17-06-37 on June 22, 2017, and as amended by Port Authority Resolution 18-09-12 on September 6, 2018; and,

WHEREAS, the Board of Port Commissioners desires to amend the Port Authority Personnel Policies and Procedures Manual to create a Voluntary Furlough Program process for the implementation of volunteer employee furloughs when determined beneficial.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS FOR LEE COUNTY, FLORIDA THAT:

- 1. The above preamble is accepted and approved as true and accurate, and is adopted and incorporated as if set out herein at length.
- 2. The proposed amendment to the Lee County Port Authority Personnel and Policies Procedures Manual, adding new Part 314, pertaining to a Voluntary Furlough Policy as attached is hereby approved as attached and incorporated herein as Exhibit "A".

	RESOLUTION NO
3.	The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of the court will not affect the remaining provisions. It is the Board's intent that this Resolution would have been adopted without such unconstitutional provision.
4.	This Resolution may be revised without approval by the Board to correct typographical or administrative errors that do not change the tone, tenor or concept of the Resolution.
5.	The provisions of new Port Authority Personnel and Policies Procedures Manual Part 314 shall take effect immediately following the date of adoption of this Resolution by the Board of Port Commissioners.

seconded by Commissioner	made a motion to adopt the foregoing Resolution The vote was as follows:
JOHN E. MAN	INING
CECIL PENDI	ERGRASS
RAY SANDEL	.LI
BRIAN HAMM	IAN
FRANK MANN	·
DONE AND ADOPTED by, 2020.	the Board of Port Commissioners this day of
ATTEST: LINDA DOGGETT CLERK OF COURTS	BOARD OF PORT COMMISSIONERS OF LEE COUNTY, FLORIDA
BY: Deputy Clerk	BY:Chair or Vice Chair
	Approved as to Form for the Reliance of Lee County Port Authority Only:
	BY: Office of the Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. REQUESTED MOTION/PURPOSE: Request the Board approve the sole source purchase and installation of eleven (11) EMV compliant fee computers and two (2) automated pay stations and associated hardware and software from HUB Parking Technology for use at the Southwest Florida International Airport in an amount not to exceed \$212,566
- 2. <u>FUNDING SOURCE</u>: General airport operating revenues collected during the normal operation of the airport, account number VB51341200.506410, Airport Finance
- 3. TERM: N/A
- 4. WHAT ACTION ACCOMPLISHES: Provides for the purchase and installation of 11 fee computers and two automated pay stations for use in the parking exit plaza.

- 5. <u>CATEGORY</u>: 5. Consent Agenda
- 6. <u>ASMC MEETING DATE</u>: 6/16/2020
- 7. BoPC MEETING DATE: 6/25/2020

8. AGENDA:	9. REQUESTOR OF INFORMATION:
CEREMONIAL/PUBLIC PRESENTATION	(ALL REQUESTS)
X CONSENT	NAME Brian McGonagle
ADMINISTRATIVE	DIV. Administration

10. BACKGROUND:

The Port Authority, through its contracted agent SP+, collects parking fees at the parking exit plaza of the Southwest Florida International Airport using fee computers and automated pay stations. The existing fee computers and pay stations were installed in 2013 and are now end-of-life and are not Europay, MasterCard and VISA (EMV) compliant. EMV is a secure payment method for payment cards utilizing an integrated computer chip and a PIN issued to the payment cardholder. The Payment Card Industry (PCI) has ruled that merchants who do not use EMV technology are responsible for the liability of fraudulent payment card purchases.

Per Section 5.4 of the Port Authority Purchasing Manual:

A sole source purchase may be awarded without competition if a purchase is needed to preserve a warranty or other rights, or needed to maintain compatibility with existing items. This sole source purchase meets the referenced criterion, as this is an upgrade to existing proprietary infrastructure that is required to ensure that the Port Authority complies with the EMV technology mandate. The proposed point of sale fee computers and pay stations are the only hardware that will integrate with the existing infrastructure.

Staff recommends the approval of the purchase and installation of the fee computers and pay stations.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R.	Nictoria B.	X/ <u>A</u>	Brian W.	Gregory Ob.	Benjamin R.
Biegel	Moreland		McGonagle	Hagen	Obiegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)
The total cost for eleven (11) fee computers, two (2) pay stations, associated hardware and software, and installation shall not exceed \$212,566, which includes a 10% contingency. Maintenance and warranty will be covered via the existing HUB Parking Technology maintenance contract for a minimum of 36 months. This purchase was included and planned for in the 2019/2020 budget.
Attachments: HUB Service Provider Agreement

Contract Numbe	r
Vendor Number	

LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AGREEMENT is entered this	day of	, 2020, between
the LEE COUNTY PORT AUTHORITY, a	political subdivision	and special district of the
State of Florida ("AUTHORITY"), at 1100	0 Terminal Access	Road, Suite 8671, Fort
Myers, Florida, 33913, and Hub Parking Te	chnology USA, Inc.	, a Delaware corporation,
authorized to do business in the State of FI	orida, ("PROVIDER	"), at 761 Commonwealth
Drive, Suite 204, Warrendale, PA 15086, Fe	ederal Identification	Number 80-0779462.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and services from Provider for the Purchase and Installation of Parking Revenue Control System (PARCS) fee computer and pay station upgrades (the "Project") as described below for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided by the Provider under this Agreement; and,

WHEREAS, Provider has reviewed the goods and services required under this Agreement and has submitted a Quote to provide the requested goods and services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below, and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, the Authority has determined that the Project requires proprietary hardware and software that is only available from Provider and that the acquisition qualifies as a sole source purchase that complies with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved and put into effect by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out below at length.

2.0 **DEFINITIONS**

- 2.1 <u>AUTHORITY</u> shall mean the Lee County Port Authority and its governing Board of Port Authority Commissioners.
- 2.2 <u>PROVIDER</u> shall mean the individual, firm or entity offering services that it shall be legally obligated, responsible, and liable for providing and performing and any and all of the services, work and materials, including services and/or the work of subcontractors, required under this Agreement.

3.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services set forth in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

4.0 PROVIDER'S QUOTE - INCORPORATION BY REFERENCE

The terms of Provider's Quote, including any supplementary representations from Provider to Authority, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and Provider's Quote then the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Quote and those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

5.0 TERM

The term of this Agreement begins on the first date written above and will continue month-to-month thereafter, until Provider has delivered and Authority has accepted all products and services required to complete the Project to the satisfaction of the Authority and one (1) year from the date of this Agreement and the expiration of any associated warranties, whichever occurs last.

6.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all goods and services provided under this Agreement shall include, but are not limited to the following:

6.1 <u>LICENSES</u>

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider under this Agreement.

6.2 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to (a) professional service(s) which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all services to be provided under this Agreement. Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

6.3 STANDARDS OF SERVICE

The Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

7.0 AUTHORITY'S RESPONSIBILITIES

Authority shall:

- 7.1 Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Project Manager"). The Project Manager shall have exclusive authority to execute Task Authorizations, and any modifications or changes to Provider's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Task Authorization. The Project Manager shall have authority to transmit instructions, receive information, and to interpret and define Authority's policies and decisions with respect to Provider's services under this Agreement. The Project Manager shall review and make appropriate recommendations on all requests submitted by Provider for payment for services.
- 7.2 The Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Provider hereunder; (2) the time Provider is obligated to commence

and complete all such services; or (3) the compensation Authority is obligated or committed to pay Provider.

- 7.3 Provide all criteria and information requested by Provider as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.
- 7.4 Upon request from Provider, make available to Provider all available information in Authority's possession pertinent to any Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.
- 7.5 Arrange access, in accord with Authority's security regulations, for Provider to enter any project site to perform services. Provider acknowledges that Authority may provide such access during times that are not the Provider's normal business hours.
- 7.6 Notify Provider of any defects or deficiencies in services rendered by Provider.

8.0 COMPENSATION AND METHOD OF PAYMENT

- 8.1 <u>Compensation Schedule</u> Authority will pay Provider for all requested and authorized services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement.
- 8.2 <u>Invoices</u> The Provider shall submit all invoices to the Authority in accord with the Compensation Schedule. Invoices shall cover services rendered and completed. The Provider shall submit its invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement. Invoices shall include an itemized description of the Project, and a description of the goods and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.
- 8.3 Payment Schedule The Authority shall issue payment to the Provider within forty-five (45) calendar days after receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within forty-five (45) days of receipt of the invoice. If such objection or exception remains unresolved at the end of the forty-five (45) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

- 8.3 Payment When Services are Terminated at the Convenience of the Authority In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Provider for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Provider in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.
- 8.4 <u>Non-Appropriation Clause</u> All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current year or the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Provider on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Authority shall not be obligated under this Agreement beyond the date of termination.

9.0 PROJECT SCHEDULE

- 9.1. Provider shall commence work under this Agreement upon the date of execution of this Agreement, as shown on the date first written above. All services shall be performed and completed in accordance with the Project Schedule attached hereto and made a part hereof as Exhibit "C".
- 9.2. If Provider is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Provider, and not due to its own fault or neglect, including but not restricted to: Acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Provider shall notify Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Provider may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Provider's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Provider of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Provider's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

10.0 INDEMNIFICATION

Provider shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective commissioners, officers, agents, and anyone employed directly or indirectly by either of them, from and against all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not

limited to, court costs and reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness, wrongful conduct or intentional act or omission or based on any action of fraud or defalcation of Provider, or other persons employed or utilized by Provider in the performance of this Agreement.

If this indemnity provision is deemed void under Florida law, then the Provider shall indemnify and hold harmless Lee County, the 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 liabilities, damages, losses or costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Provider or persons employed or utilized by the Provider in the performance of the services under this Agreement.

11.0 FAILURE TO PERFORM

If the Provider fails to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

12.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) <u>Airport Security Plans</u> - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

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

- (2) <u>Building Plans</u> Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
- (3) <u>Airport Security Systems</u> Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the

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

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

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

13.0 AIRPORT SECURITY REQUIREMENTS

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

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airport's Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company

letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

14.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with the Provider's performance of services and work under the requirements of this Agreement.

15.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

16.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. program or the requirements of 49 CFR Part 26.

17.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE)

The Provider or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

18.0 INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Consultant further agrees to provide Authority's Risk Manager with advance written notice of the cancellation or non-renewal of any required insurance coverage and to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Consultant must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business with the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

18.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.5, inclusive below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Provider under this Agreement and shall contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. <u>Commercial General Liability Insurance</u> Provider shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following:

Each Occurrence Personal and Advertising Injury \$100,000 Products - Completed Operations Aggregate \$100,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. <u>Automobile Liability Insurance</u> shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$100,000 Combined Single Limit

18.2.3. <u>Worker's Compensation and Employers Liability Insurance</u> shall be maintained by Provider during the term of this Agreement for all employees

engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements

Employer's Liability

Each Accident \$100,000 Disease Each Employee \$100,000

18.2.4. Provider must use Authority's Certificate of Insurance attached as Schedule "D", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the Work, renewal Certificates of Insurance on an acceptable form must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration. Copies of the renewal policies shall also be furnished to the Risk Manager if requested by Authority.

18.2.5. If Provider does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

19.0 DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.

- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Authority deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider and at the expense of the Authority.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

23.0 APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

25.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

- 26.1 <u>DBE Policy</u>. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.
- 26.2 <u>Prompt Payment Requirements</u>. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within forty-five (45) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

26.3 <u>Incorporation of Provisions</u>. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

27.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

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

28.0 GENERAL CIVIL RIGHTS CLAUSE

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

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

29.0 E-VERIFY

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 29.1. All persons employed by Provider during the term of this Agreement
- 29.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

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

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

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

30.0 HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

31.0 NOTICES AND ADDRESS

31.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913 Attention: Airport Executive Director

HUB PARKING TECHNOLOGY USA, INC. 761 Commonwealth Drive Warrendale, PA 15086

Attention:		

31.2 <u>CHANGE OF ADDRESS</u> - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

32.0 TERMINATION OR SUSPENSION

- 32.1. Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice.
- 32.2. If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 31.3. below.
- 32.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Provider. In the event of such termination for convenience, Provider's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Provider that are directly attributable to the termination, but Provider shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

- 32.4. Upon termination, Provider shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
- 32.5. Authority shall have the power to suspend all or any portions of the services to be provided by Provider hereunder upon giving Provider two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Provider's sole and exclusive remedy shall be an extension of time to its schedule.

33.0 TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S. (2016), or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

34.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

35.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

36.0 AMENDMENTS

The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

37.0 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST: LINDA DOGGETT Clerk of the Circuit Court	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA
By: Deputy Clerk	By:Chair or Vice Chair Approved as to Form for the Reliance of the Lee County Port Authority Only:
	By:Port Authority Attorney's Office
Signed, Sealed and Delivered in the presence of:	HUB PARKING TECHOLOGY USA, INC. PROVIDER
Witness	Signature
Witness	By: Printed Name
SEAL	Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider will supply and deliver EMV hardware and software gateway services of the credit card processing system (hereafter referred to as the "System") which shall be installed by Provider's qualified, industrial skilled technicians at the exit stations and fee computers designated by the Authority.

The System will allow Authority to process credit card transactions in a P2PE information flow, reducing PCI scope and ensuring secure delivery of cardholder data. The solution to be supplied by the Provider must include two (2) types of credit card chip readers, mini computers, as well as software and services provided by Windcave (formally "Payment Express") for transaction processing.

Provider will furnish all necessary equipment, methods, expertise, supervision, diagnostic and calibration tools and apparatus components, accessories training, incidentals, system programming, remote support and system dial-in access, software, hardware, updates and revisions, and material warranty administration services to ensure the optimal functionality and consistent operation of the System at the Southwest Florida International Airport.

Signature of this Agreement by both parties will serve as Provider's Notice to Proceed so that Provider may order devices and perform Windcave configuration.

Responsibilities of the Authority

Authority will:

- Ensure network media for the devices is within the lanes
- Provide additional copper ethernet where required
- Opens proper ports for communication between chip and pin gateway (CPGW) and readers
- Confirm receipt of transaction details from Acquirer
- Chip and Pay Payment Processor agreement the responsibility
- Obtain all necessary permits
- · Confirm electrical power supplies remain
- Supply system network cable, fiber, hardware and software

Responsibilities of the Provider

Provider will be required to provide the following equipment necessary for a complete and functional System:

Quantity	Item Number- FCZG
11	Zeag FCXR 005 Desktop UCD w/escrow, transport & PSU
11	Pioneer Touch Screen M5 15" Infinity, Core Pentium 2.4 GHz, 4GB, 128 GB SDD 32 bit win 7 Pro, No MSR, Standard Base
11	EP-125NK-USB-B Zeag FCXR Cash Drawer EP-125NK USB-B
11	BCD-1000-DG Zeag FCXR fee display BCD-1000 (Samsung)
11	SAM-SRP-350PLUSCOSG Zeag FCXR Samsung Receipt Printer
	SAM-SRP-350-Plus
11	USB2HAB6 Zeag FCXR CABLE, USB 2.0 A TO B, 6 FT
11	8206 Zeag FCXR SeaLevel 8206 USB I/O Board
11	2300.5250 Zeag FCXR License 2300.5250
23	RJ45/DB9-002 2' RJ45 to DB9 Cable
11	2001.0010 Zeag FCXR 007 License Fee CrediPark 2001.0010
11	SMT750 Backup UPS APC 750VA Smart UPS (Workstation) 636690, CDW

\$ 136,604.38

Quantity	Item Number- IPP350
11	Ingenico EMV POS Terminal (Fee Computer)
11	MW0070 IPP350 - power supply
11	MW0066 - 2M IPP350 - Serial Cable 2M
11	DA-1000 Concoze Rugged Ultra Compact Fanless Computer
11	EVNSL643-0006 Computer Misc CAT-6 Patch Cable EVNSL62-
	0006 EMV "Chip and Pin" Equipment
	\$ 26,995.87

Quantity Needed	Item Number- BRF210
2	EMV Contactless Antenna (Option-Paystations & Exit Stations)

\$878.18

Quantity Needed	Item Number- SCR200
2	EMV Secure Card Reader (Paystations & Exit Stations)
2	35.P00086 Zeag Exit Station LXZG ZEAG EMV Only Mounting Bracket
2	110.G00037 Zeag Exit Station LXZG ZEAG EMV Mouting Bracket LED
2	DA-1000 Concoze Rugged Ultra Compact Fanless Computer
2	70001918 Hardened Digi TCPIP Converters with Encryption
2	76000756 Digi DIN Rail Mounting Kit (76000756)
2	76000201 Digi Female Straight Cable (CDW 379264)
2	EVNSL643-0006 Computer Misc CAT-6 Patch Cable EVNSL62-0006

\$8,746.72

Quantity Needed

Item Number-LXZG311001

2

Receipt Printer. Standard housing color - required for additional lines of print on Chip & Pin receipt

\$1,017.60

Implementation and Installation

15,000.00

Total \$189,242.75

Provider's Statement of Work:

- Project Management
- Support network specifications review with Airport IT Department.
- Configure and test new equipment for rate structure and specialty modifications currently in operation.
- Remove existing fee computers and peripherals
- Modify existing ZEAG Orion credit card exit stations for implementation of new EMV readers
- Install new FCXR Fee Computer equipment
- Install and test new EMV readers in Fee Computer locations
- Install, configure, and test ruggedized computers for buffering capability
- Complete testing and commission equipment
- 1 year warranty on all equipment from date of installation
- Ensure Windcave contracts are settled between MoR and Windcave.
- Order mini computers
- Issue purchase order to Windcave for devices
- Accept delivery of Windcave devices
- Set up mini computers with SCR controller software
- Deploy to rest of lanes and POFs
- Provide project management
- Review support network specifications with Authority IT Department
- Ensure test lane is installed with reader and COM back to CPGW with SCR Controller Software
- Configure and test new equipment for rate structure and specialty modifications currently in operation
- Remove existing fee computers and peripherals
- Modify existing ZEAG Orion credit card exit stations for implementation of EMV

- Install FCXR fee computer equipment
- Install and test EMV readers in fee computer locations
- Install, configure and test ruggedized computers for buffering capability
- Test the System and commission the equipment
- Travel and expenses: Five business working days included

Software Requirements

HUB CPGW shall meet the following minimum requirements:

- Communication between the Station and Windcave Controller and Windcave Express Controller
- Communicate with the EMV devices, CPGW and Windcave Host
- Windcave Host communicates to Acquirers/Processors.

The Provider shall provide Windows 10 Enterprise and use within the mini PCs to host Windcave software.

Configurations

Hub will perform installation around the "Local" design and shall configure the system based on the following conditions:

- The Merchant of Record (MoR) will have an account with the EMV Gateway (Windcave) prior to ordering the EMV readers.
- Negotiations of processing fees, 'Store and Forward' thresholds, other configurations are performed with the MoR and Windcave.
- Device Commissioning will be performed by Windcave in their offices if the account is established prior to devices being sent.
- Provider will test all devices (power-up).
- Provider downloads all devices with the customer's specific configurations.
- Provider must performs payment transactions for a handful of the devices to verify approvals and correct setup. Provider verifies settlement of the funds with the customer.
- Provider will set up the CPGW, PXScrController and station parameters. Documentation and testing is required and expected to take additional professional services days.

EXHIBIT "B"

COMPENSATION SCHEDULE

A. Basic Services

Equipment

SUBTOTAL	\$189,242.75
Implementation and Install-	\$ 15,000.00
LXZG311001	\$ 1,017.60
SCR200	\$ 8,746.72
BRF210	\$ 878.18
IPP350	\$ 26,995.87
FCZG	\$136,604.38

Payment Terms:

Lee County Port Authority agrees to pay Provider a total of \$189,242.75 according to the following terms:

20% of the fee due upon execution of the agreement; 30% of the fee upon delivery of all equipment listed in Exhibit A; 40% after the Implementation and Installation and 10% upon completion.

Provider will be responsible for submitting invoices to the Port Authority for each milestone. The Port Authority under Florida Statue 218.74 has up to 45 days to pay after invoice is submitted.

Payment Schedule:

```
20% - $37,848.55 - deposit
30% - $56,772.83 - under receipt of all equipment
40% - $75,697.10 - after implementation and installation is accepted
10% - $18,924.27 - final invoice
```

\$189,242.75

EXHIBIT C"

PROJECT SCHEDULE

The EMV System shall be fully installed and completed within twelve (12) weeks from the date of this Agreement.

Timeline Breakdown:

LCPA – Notice to Proceed – Effective date of contract

Hub – Internal Processing (2 weeks)

Equipment Production Leadtime (8 weeks)

Hub Installation and Implementation to be completed (2 weeks from effective date of contract)

EXHIBIT "D" CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or after the coverage afforded by the policies listed below except as shown below:

Name and Add	ress of Agency				COM	PANIES AFFORDIN	IG COVERAGE		
Waste that the State of the Sta					COMPANY A				
					LETT	EK			
					LETT	PANY B			
Name and Address of Insured			COM	PANY C					
					COMPANY				
				0.	COM	ER			
					LETT	ER -			
the application of	of the aggregate liability lin e holder at this address sh overage provided in this ce	nits provisions, s	o as to affect the insues also agreed that 30	rance described b days written not	y this cei	tificate until <u>after 30</u> e insurance compan	reed that none of these policies days written notice of such cance les listed above of their intent no licies shown in this certificate are	ellation or change I ot to renew their po	has been delivered olicies listed below
Company Letter	Type of Insur	ance	Policy Number	Policy Effect Date (mm/do		Policy Expiration Date (mm/dd/yy)	ALL LIMIT	S IN THOUSAND	S
Lotto	GENERAL LIA	BILITY					General Aggregate		
	☐ Commercial Gener	al Liability					Products Comp/Ops Aggreg	jate	
	☐ Claims Made ☐	Occurrence	Δ.				Personal & Advertising Injur	у	
	☐ Owners & Contrac	tors		1			Each Occurrence		
	Protective ☐ X.C.U. Coverage				1		Fire Damage (Any one Fire) Medical Expense (Any one Person)		
	☐ Broad Form Prope	rty Damage					Specific Project*		
	☐ Independent Contr	actors							
	AUTOMOBILE L	IABILITY						Each Accident	
				1			Bodily Injury	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
	☐ Any Auto						(Each Person)	\$	
	☐ All owned Autos						Bodily Injury		
	☐ Scheduled Autos			1			(Each Accident)	\$	
	☐ Hired Autos						Property Damage	\$	
	☐ Non-Owned Autos	. 6)	1			Bodily Injury and		Mark Control
							Property Damage Combined	\$	
	EXCESS LIAE	BILITY						Each	Aggregate
							Bodily Injury and	Occurrence	
	☐ Umbrella Form						Property Damage	\$	\$
	Other than Umbrell						Combined	y.	*
	☐ Claims Made ☐ Od			-	-				
	WORKERS' COMPI	ENSATION					Statutory (Each Accident)	\$	
	EMPLOYER'S LI	ARILITY					(Disease-Policy Limit)	\$	
	Emi coreiro en	ADILITY					(Disease-Each Employee)	\$	
	OTHER		•						
Description o ☐ The Certificat ☐ The General	te Holder has been named Automobile and Excess I	lability Policies	described provide the	ne severability of i	nterest (cross liability) provisi	ty Policies described here: on applicable to the named insu	red and the Certif	icate Holder.
	agent's license, or other pr				named a	bove must be attach	ieu to triis certificate;		
SPECIFIC PRO	OF OPERATIONS/LOCA JECT/LOCATION/VEHIC	LES/SPECIAL	CONDITIONS:						
		Lee County Po	rt Authority			f Certificate Holder			
Suite 8671 Au Fort Myers, Florida 33913 Adı			Date Issued: Authorized R	epresen	tative:				
			Address:						
LEE COUNTY	PORT AUTHORITY	A	A 1800	Telephone #:					



Lee County Port Authority 11000 Terminal Access Road., Suite 8671 Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

5. CATEGORY: 6.

1. REQUESTED MOTION/PURPOSE: Request Board approve a Third

Amendment to "Airline-Airport Use and Lease Agreement" with Delta Consent Agenda Air Lines, Inc. 2. FUNDING SOURCE: n/a 3. TERM: October 1, 2008, to September 30, 2021 6. ASMC MEETING DATE: 6/16/2020 4. WHAT ACTION ACCOMPLISHES: Amends the Airline-Airport Use and Lease Agreement with Delta Air Lines, Inc. to allow Delta to retain the 7. BoPC MEETING DATE: 6/25/2020 preferential use of gate C-8. 8. AGENDA: 9. REQUESTOR OF INFORMATION: CEREMONIAL/PUBLIC PRESENTATION (ALL REQUESTS) NAME Brian McGonagle CONSENT **ADMINISTRATIVE** DIV. Administration

10. BACKGROUND:

Delta Air Lines, Inc. ("Delta") is a party to an "Airline-Airport Use and Lease Agreement" with the Authority dated November 10, 2008, and amended September 9, 2013, and again on June 27, 2019.

The 2013 amendment recognized Delta's assignment of the preferential use of gates C-2 and C-4 (from Delta's 2008 amendment) C-6 (a former Northwest gate, prior to its merger with Delta), and C-8 (to replace former Northwest gate C-9). Pursuant to the June 27, 2019 amendment, Delta relinquished its preferential use of gate C-8 effective October 1, 2019. However, prior to October 1, 2019, Delta made the determination that it would prefer to retain its preferential use of gate C-8 beyond October 1, 2019. Accordingly, this proposed Third Amendment to the Authority's agreement with Delta will formally recognize Delta's continued assignment of the preferential use of gate C-8 along with gates C-2, C-4 and C-6.

Attachments:

- 1. Contract Summary
- 2. Proposed Third Amendment

11. RECOMMENDED APPROVAL COMMUNICATIONS OTHER FINANCE PORT ATTORNEY ACTING EXECUTIVE **DEPUTY EXEC** AND MARKETING **DIRECTOR DIRECTOR** Victoria 🐯. N/A ⊗rian (W. Gregory OS. Benjamin R. \mathcal{B} enjamin \mathcal{R} . **A**Cagen Moreland McGonagle **Siegel Siegel** 12. SPECIAL MANAGEMENT COMMITTEE 13. PORT AUTHORITY ACTION: **RECOMMENDATION: APPROVED APPROVED** APPROVED as AMENDED APPROVED as AMENDED **DENIED DENIED** DEFERRED to **OTHER OTHER**

Contract Summary

[includes effects of proposed Third Amendment]

Type of Agreement: Airline-Airport Use and Lease Agreement

Carrier: Delta Air Lines, Inc.

Gate(s) C2, C4, C6, and C8 [C8 is being retained as a preferential use gate]

Exclusive Use Space: First Floor

482 s.f. baggage service office 2,879 s.f. operations space

4,095 s.f. baggage make-up space

Second Floor

1,206 s.f. ticket counter space [effective October 1, 2019]

1,953 s.f. ticket office space

189 s.f. curbside check-in space (for podium)

48 s.f. curbside storage space (closet)

(also allows carrier nonexclusive use of certain ramp space, gate

areas, and bag claim areas)

Allowed Use(s): airline passenger and cargo service

Term: term expires September 30, 2021.

Fees: landing fees, terminal rents, aircraft parking changes, and other fees

and changes as may apply

Insurance Requirements: \$1 million employers liability; \$50 to \$100 million airport liability

(depending on aircraft size); \$100 million aircraft liability; \$5

million business auto liability

Note: This page is intended as a general summary only, for ease of review, and is not

a part of the contract. In the event of any conflict between this page and the

proposed contract, the contract (being more precise) will prevail.

THIRD AMENDMENT

TO

"AIRLINE-AIRPORT USE AND LEASE AGREEMENT" WITH DELTA AIR LINES, INC.

This agreement is entered into this _____ day of Octoboo _____, 2019, by and between LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 ("Port Authority"), and DELTA AIR LINES, INC., a Delaware corporation ("Airline").

Background

Port Authority manages and operates the Southwest Florida International Airport, located in Lee County, Florida (the "Airport"). Port Authority and Airline are parties to an "Airline-Airport Use and Lease Agreement," dated November 10, 2008, and amended September 9, 2013, and again on June 27, 2019, (collectively the "Agreement").

The Port Authority and Airline now desire to amend said Agreement to adjust Airline's gates such that Airline will retain the preferential right to use gate C8.

NOW THEREFORE, in consideration of the mutual promises herein, the undersigned parties agree to amend the Agreement as follows:

1. Paragraph 2 of the Second Amendment to Airline Use and Lease Agreement With Delta Air Lines, Inc., dated June 27, 2019, shall be deleted in its entirety, and replaced with the following:

Effective October 1, 2019, the Agreement shall be amended such that:

- (a) the Deleted Ticket Counter Space (as defined below) will be deleted from Airline's leased "ticket counter space";
- (b) certain space will be added to Airline's leased "ticket counter space," such that Airline's ticket counter space from that date forward shall be the area shown as "New Delta Ticket Counter Space" on the attached "Exhibit B, Part II, Second Revised Page 2 of 7";
- (c) the above changes will result in a net reduction of Airline's leased ticket counter space, from 1,748 square feet to 1,206 square feet, as shown on the attached SECOND REVISED EXHIBIT B, PART I;
- (d) Exhibit B, Part I will be deleted and replaced with the attached SECOND REVISED EXHIBIT B, PART I;
 - (e) for the purpose of calculation of rents, fees, and any other amounts payable by Airline under the Agreement, the leased areas set forth in the attached SECOND REVISED EXHIBIT B, PART I shall be used; and
- (f) "Exhibit B, Part II (Revised Page 2 of 7)" will be deleted and replaced with the attached "Exhibit B, Part II, Second Revised Page 2 of 7".

"Deleted Ticket Counter Space" means the area shown as "Existing Delta Ticket Counter Space to be Vacated" on the attached "Exhibit B, Part II, Second Revised Page 2 of 7."

2. Paragraph 3 of the Second Amendment to Airline Use and Lease Agreement With Delta Air Lines, Inc., dated June 27, 2019, which reads "Notwithstanding the above, effective October 1, 2019, Airline's preferential right to use gate C8 will be deleted from this Agreement" is hereby deleted, such that, during the term of this Agreement, gate C8 remains assigned to Airline

for its preferential use.

3. All other provisions of the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

DELTA AIR LINES, INC.	
(Airling)	WITNESSED BY:
11 6 11/1	11 10 10 10 10
By: Januar ball	Suna leman
	Witness
Print name: HANK MOOSY	Mitness Amira Tresincenc
Title: CM CZZ	Print Name
Title: GM CZZ	
Date: 022520	Se Keeves
	Witness
	SONDA Reeves
	Print Name
	I I I I I I I I I I I I I I I I I I I
LEE COUNTY PORT AUTHORITY	ATTEST:
	LINDA DOGGETT, CLERK
B	Pers
By: Chairman or Vice Chairman,	By: Deputy Clerk
Board of Port Commissioners	Deputy Clerk
Board of Fort Commissioners	
Date:	
Approved As To Form	
for the Reliance of the	
Lee County Port Authority only:	
By:	
Port Authority Attorney	

SECOND REVISED EXHIBIT B

To

AIRLINE - AIRPORT AND LEASE AGREEMENT

With

DELTA AIR LINES, INC.

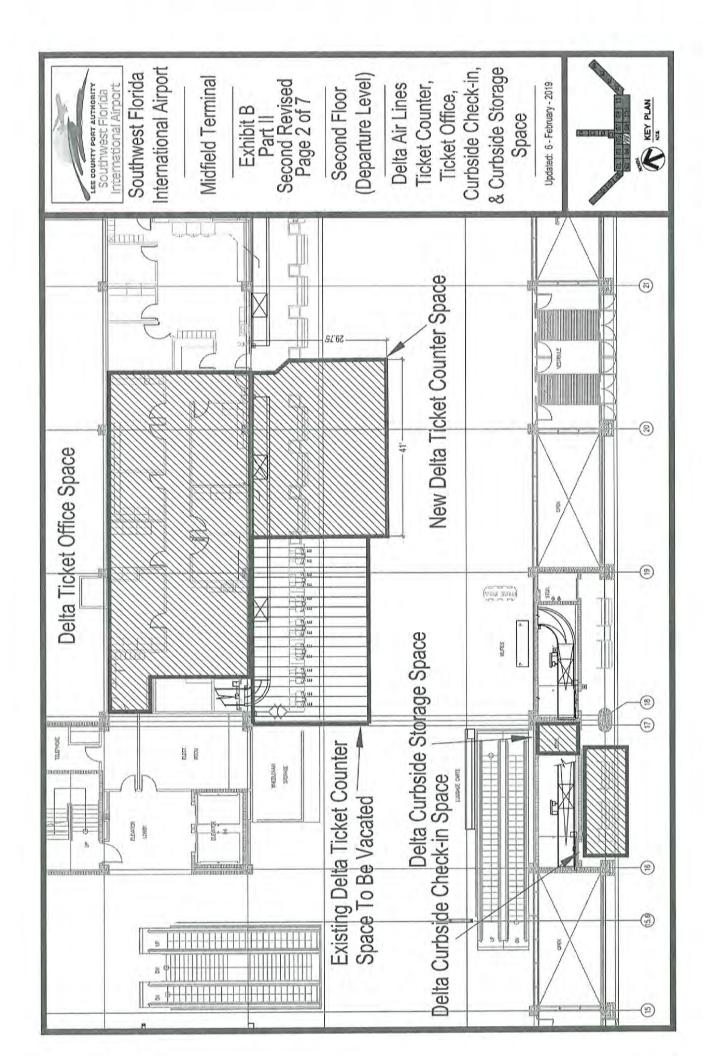
FOR

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

PART I

For the remainder of the term of this agreement, Airline shall have in the Terminal:

- the preferential, but not exclusive, right to use the following gate position(s)
 and, associated loading bridge(s) and equipment assigned for its use as shown on
 Page 1 of Part II of this Exhibit B: gates C2, C4, C6, and, C8; the number of Airline's
 preferentially assigned gate positions shall be used to determine Airline's Apron Fee rent
 and Gate Area rent.
- 2. the exclusive use of the following spaces assigned for its use as shown on Pages 2 through 4 of Part II of this Exhibit B:
 - (a) 1,206 square feet of ticket counter space;
 - (b) 1,953 square feet of ticket office space;
 - (c) 189 square feet of curbside check-in space;
 - (d) 482 square feet of baggage service office space;
 - (e) 2,879 square feet of operations space; and
 - (f) 48 square feet of curbside storage space;
- 3. the exclusive use of the baggage belt within the <u>4,095</u> square foot baggage makeup space, as shown on Page 5 of Part II of this Exhibit B; and
- 4. the right of joint use with other airlines to use the Baggage Claim Area in the Terminal as shown on Page 6 of Part II of this Exhibit B.



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

	LEE COUNTY PORT AUTHORITY						
	REQUESTED MOTION/PURPOSE: Request Board approve a "Nontenant Rent-A-Car Airport Use Permit Agreement" with ER Travel, LLC (d/b/a Easirent)			5. <u>CATEGORY</u> : 7. Consent Agenda			
3.		o month commencir	ng March 1, 2020 ermits an off-airport	rental car	6.	ASMC MEETING DA	ATE: 6/16/2020
	company to acc	ess the airport with	shuttle vehicles.		7.	Bopc Meeting DA	<u>TE</u> : 6/25/2020
8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT ADMINISTRATIVE		TATION	(ALL I	REQ E Bri	TOR OF INFORMAT UESTS) ian McGonagle ministration	ION:	
10	ER Travel, LLC (equested authorization	to operate a rer	nt-a-c	car business at South	west Florida
			itilizing shuttle vehicles				
	The proposed agreement uses the Authority's standard form, covering the period beginning March 1, 2020. Easirent will pay the Authority a privilege fee of 8% of gross revenue derived from airport customers, and per-vehicle and per-trip fees for its courtesy vehicles (shuttle buses) used on the airport. Attachments: 1. Contract Summary of the main terms of the proposed agreement 2. Proposed "Nontenant Rent-A-Car Airport Use Permit Agreement"						
11. RECOMMENDED APPROVAL							
	DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE		PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
	Benjamin R.	Victoria 8.	X/A	Brian (W).		Gregory OG.	Benjamin R.
	Siegel	Moreland		McGonagle		A Cagen	Siegel
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED		13. PORT AUTHORITY ACTION: APPROVED APPROVED as AMENDED DENIED DEFERRED to					
OTHER		OTHE	ĸ				

Contract Summary

Permittee: ER Travel, LLC

d/b/a Easirent

500 SE 6th Street, Suite 102A Fort Lauderdale, FL 33301

Leased Premises: n/a

Allowed Activity: airport access for operation of an off-airport rent-a-car concession

Term of Agreement: month to month, beginning March 1, 2020, until either party

terminates with sixty (60) days' advance written notice

Privilege/Permit Fees: 8% of gross revenue derived from "airport customers," plus

vehicle registration fees and trip fees for courtesy vehicles

(shuttles) used on the airport

Security/Perf. Guaranty: \$7,500

Insurance Requirements: \$2 million commercial general liability, \$1 million business auto,

and workers' compensation as required by Florida law

Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

NONTENANT RENT-A-CAR

AIRPORT USE PERMIT AGREEMENT

THIS PERMIT AGREEMENT ("Permit" or "agreement") is made and
entered into this day of, 20, by and
between LEE COUNTY PORT AUTHORITY, a political subdivision of the
State of Florida with offices at 11000 Terminal Access Road,
Suite 8671, Fort Myers, Florida 33913 (herein referred to as
"Authority") and ER TRAVEL, LLC, a Florida limited liability
company, doing business as "Easirent", with offices located at
500 SE 6 th Street, Suite 102A Fort Lauderdale, Florida 33301
(herein referred to as "Permittee").

Background

The Authority operates and regulates Southwest Florida

International Airport ("RSW") pursuant to Chapter 63-1541, Laws
of Florida and Lee County Ordinance 01-14. All nontenant rent-acar companies desiring access to the Airport are required by law
to first obtain a permit from the Authority, and to pay monthly
privilege fees at the rate set by the Authority. Permittee
requests authorization to operate at the Airport, operate its
courtesy vehicles on the Airport roadways, and to pick up and
drop off of its pre-reserved customers at the Airport for
transportation to and from its off-airport site.

NOW THEREFORE, in consideration of the mutual promises herein, the Authority hereby issues this Permit, and by accepting

this Permit, Permittee agrees to abide by the provisions hereof:

SECTION 1. <u>DEFINITIONS</u>

As used in this Permit, the following words or phrases shall have the following meanings:

"Airport" means Southwest Florida International Airport.

"Airport Customer" means any person who, within six (6) hours of arriving at the Airport by any aircraft, enters into a motor vehicle rental agreement with the Permittee. To avoid controversy about which customers are "Airport Customers," for the purposes of this Permit, all of Permittee's motor vehicle rental customers will be considered Airport Customers, except those which, at the time of signing their rental agreement, separately sign a written statement, placed conspicuously on the front of their rental contract, indicating:

"CUSTOMER'S AFFIRMATION. By signing this statement, I hereby affirm under oath, and subject to penalty of law, that I did <u>NOT</u> arrive at Southwest Florida International Airport by any aircraft within the past six (6) hours. Signature:

(or such alternative statement to the same effect as may be approved in advance by the Authority), in which case they will be presumed to be non-airport customers absent evidence to the contrary. An Airport Customer who, within twenty-four hours of returning the rental vehicle, extends or renews the rental contract, or enters into a new rental contract, will still be considered an Airport Customer under the extended, renewed, or new rental contract.

"Courtesy Vehicle" means any vehicle used to carry Airport

customers to and from the Airport and Permittee's off-airport business location(s), including but not limited to vans, shuttle buses, and rental vehicles.

"Gross Revenue" includes all amounts charged (whether received or receivable, whether cash or credit, whether made by time or mileage or some other method, regardless of where or by whom the payment is made and regardless of where the vehicle is returned, and without deduction of any "Incremental Discounts") for:

- (1) rental of motor vehicles by the Permittee to Airport Customers, including but not limited to:
 - (a) charges for additional drivers, or for drivers being over or under any particular age; and
 - (b) fees for upgrades, late fees, facility charges, and any other type of charges, surcharges, taxes, or fees now or hereafter made or assessed to Permittee's Airport Customers, unless specifically excluded below;
- (2) any item sold, rented, or provided to, an Airport Customer, including but not limited to:
 - (a) accessories and equipment (e.g., cellular telephones, child seats, bike racks, luggage racks, maps, etc.);
 - (b) Collision Damage Waiver (CDW) and Loss Damage Waiver (LDW), excepting only the portion of such charges that both:
 - (i) are separately stated and charged on the individual rental contracts; and
 - (ii) do not in the aggregate exceed fifteen
 percent(15%) of the motor vehicle rental
 charges for the reporting period;
 - (c) personal accident insurance, personal effects insurance, supplemental liability insurance (SLI), or any other insurance now or hereafter offered to

Permittee's customers; and

- (d) parking and motor vehicle storage (unless Permittee has, separate from this agreement, an "Off-Airport Parking Company Airport Use Permit Agreement" then in force with the Authority covering such revenue); and
- (3) transportation to or from the Airport.

 However, notwithstanding the above, "Gross Revenue" does not include:
 - (1) the amount of any federal, state, or local sales taxes, now or hereafter levied or imposed, when such taxes are separately stated on the customer's agreement and collected from customers of the Permittee;
 - (2) payments from customers or insurers for damage to, or loss, conversion, theft, or abandonment of motor vehicles or other property of Permittee;
 - (3) any amounts charged to customers for refueling vehicles, i.e. dry rate gas charges;
 - (4) charges made as a result of any rental of Permittee's vehicles in which possession of the vehicle is delivered to the customer at a location outside Lee County;
 - (5) drop charges; and
 - (6) any sums received by reason of Permittee's sale of capital assets and/or trade fixtures (including vehicles).

There shall be no deductions or exclusions from "Gross Revenue" except as specifically set forth above. For example, Gross Revenue shall not be reduced by reason of any amount paid out or rebated by the Permittee to travel agents or others, or for bad debt losses, bank charges, uncollectible credit or charge accounts, etc. Each transaction made on installment of credit shall be treated as a transaction for the full price in the month

during which such charge or transaction is made, regardless of when or whether the Permittee receives any full or partial payment thereof. In no event shall the Permittee's Gross Revenue be negative in any revenue category or in any period. The Permittee shall not allocate revenues to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

"Incremental Discounts" means any reduction, discount, or rebate which is not explicitly reflected on the customer's rental contract, including but not limited to volume discounts and corporate discounts; except that "Incremental Discounts" do not include refunds made due to math error or defective service.

"Non-Tenant Rent-A-Car Company" means a car rental business that does not lease space at the airport.

SECTION 2. TERM

The term of this Permit will commence on March 1, 2020 (herein the "Effective Date"), and will continue month to month thereafter unless or until terminated by either party giving at least sixty (60) days advance written notice to the other party.

SECTION 3. PRIVILEGES

Permittee is authorized to operate its Courtesy Vehicles, listed on Exhibit "A" hereof, on the public roadways of the Airport, by the route directed by the Authority, and to pick up its Airport Customers from, and deliver its Airport Customers to the Airport at such commercial curb locations as the Authority designates.

Notwithstanding the above, or the commencement of the term of this agreement, Permittee shall not be allowed to engage in any activity on the Airport until Permittee has satisfied its insurance requirements set forth below in this agreement. So long as Permittee is current in all required payments and this permit is in full force and effect, Permittee may add and delete particular courtesy vehicles onto or from Exhibit "A" at any time by providing the Authority written notice thereof.

SECTION 4. FEES TO BE PAID BY PERMITTEE

A. Privilege Fees

For each calendar month (or portion thereof) during the term of this Permit, Permittee will pay to the Authority a Privilege Fee for the privilege of using the Airport and for the business benefits it derives from the Airport, said Privilege Fee to be in the amount of eight percent (8%) of Permittee's "Gross Revenue" as that term is defined above. The Privilege Fee is payable monthly at the Authority's address, without demand, setoff, or deduction, to Lee County Port Authority, Attn.: Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing, as follows:

Twenty (20) days following the end of each calendar month of the term hereof, Permittee shall submit to the Authority's Finance Department, in the format shown on Exhibit "B" hereto (as may be amended from time to time by the Authority), and completed in detail satisfactory to the Authority, a "Monthly Statement of

Gross Revenue," signed by a responsible accounting officer of Permittee, and accompanied by a check for the amount due the Authority for the covered month. (Exhibit "B" is intended to be construed in accordance with the definition of "Gross Revenue" set forth above; in the event of any conflict between Exhibit "B" and said definition, the definition will prevail.)

B. <u>Courtesy Vehicle Registration Fees</u>

In addition to the Privilege Fees set forth above, Permittee will pay to the Authority, for and during the term of this

Permit, a monthly Courtesy Vehicle Registration Fee, for each

Courtesy Vehicle that Permittee operates or is permitted to

operate on the Airport during that calendar month or portion

thereof, in the following amount(s):

VEHICLE SEATING CAPACITY	<u>FEE</u>
(excluding driver)	(per vehicle per month)
Five or less	\$15.00
Six to twelve	\$35.00
Thirteen or more	\$50.00

This per-vehicle registration fee is payable monthly or annually; such fees paid annually will be prorated to coincide with the Authority's fiscal year; such fees prepaid for a twelve-month period coinciding with the Authority's fiscal year will be entitled to a one-twelfth discount, such that Permittee pays eleven times the monthly fee and is credited for twelve months. The amount of said Courtesy Vehicle Registration Fee will be subject to change by the Authority upon thirty days notice.

C. Courtesy Vehicle Trip Fees

In addition to the Privilege Fees and Courtesy Vehicle

Registration Fees set forth above, Permittee will pay to the Authority, for and during the term of this Permit, a Courtesy Vehicle Trip Fee. Said fee will initially be \$1.00 for each departure from the Airport by a Courtesy Vehicle owned or operated by or for the Permittee. The method of billing and collection of said trip fee shall be as determined by the Authority. The amount of said Courtesy Vehicle Trip Fee will be subject to change by the Authority upon thirty days notice.

D. <u>Treatment of Fees</u>

The fees set forth above are airport user fees imposed on Permittee, and not on Permittee's customers. Accordingly, Permittee will not separately assess, collect, or charge its customers, or state or list on its rental contracts, any amount which purports to be a fee, surcharge, tax, or any other charge, imposed on the rental customer by the airport, the Authority, or Lee County. Permittee may elect to separately collect and charge a fee to recoup the amounts due the Authority, so long as the description of the fee is not shown on the statement of charges as an "airport tax," "airport fee," "airport surcharge," or the like, and does not otherwise purport to be imposed on the rental customer by the airport, the Authority, or Lee County.

SECTION 5. ACCOUNTING RECORDS AND AUDITS

A. Records

Permittee shall maintain in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and

data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the Permittee's Gross Revenues in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and records shall include, at a minimum, all individual rental agreements, a breakdown of the various components of Permittee's Gross Revenue and the permitted exclusions therefrom, daily business reports, sales journals, and all other books and records customarily used in Permittee's type of business. Said materials shall be in sufficient detail to substantiate all information Permittee provides the Authority.

All rental contract forms used by Permittee in its operations within Lee County shall be sequentially numbered, with preprinted numbers. Permittee shall maintain records and controls pertaining to the prenumbered series. Permittee shall maintain all of the above records, and make them available to the Authority at a location in Lee County, Florida, for at least three years after the end of the term of this Permit.

B. Audits by CPA hired by Permittee

Permittee's sole cost and expense, a "Certified Audited Statement of Gross Revenues" for the preceding twelve-month period ending September 30th (unless another date is agreed to by the Authority) during the period this permit is in force. Said Statement shall be prepared by an independent certified public

accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted auditing standards and the terms of this permit agreement. Said Statement shall be provided to the Authority within ninety (90) days after each such September 30th, and shall include the following:

- (1) a written statement that in said CPA's opinion all Privilege Fees owed by Permittee to the Authority for the fiscal year ending on said September 30th were paid in accordance with the terms of this permit agreement;
- (2) a schedule of all revenues by category;
- (3) a schedule of revenues upon which the monthly payments to Authority are computed;
- (4) a list of the payments made to the Authority for the period; and
- (5) a calculation to determine that the total Privilege Fees for the fiscal year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Accounting Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default hereof.

C. Audits by Authority

The Authority shall have the right, at all reasonable times, to have Permittee produce any or all of the above enumerated books and records, including sales tax and other tax return

records, to the Authority in Lee County, Florida, and to have the Authority's representatives inspect, examine, copy, and audit those books and records for the purpose of verifying the Gross Revenues hereunder. Should the Permittee have any of such books or records maintained outside of Lee County, Florida, and not wish to make them available to the Authority in Lee County, then the Permittee shall reimburse the Authority for the audit costs incurred, including round trip air fare and ground transportation from Fort Myers to the location at which the books and records are kept, hotel lodging, and meals.

In any event, if, as a result of such audit, it is established that Permittee has understated the Gross Revenues as defined above by three percent (3%) or more, the entire expense of said audit shall be borne by Permittee. Any additional Privilege Fee due shall be invoiced to Permittee and promptly paid to Authority with interest at the rate of one percent (1.0%) per month from the date such additional Privilege Fee originally was due. Notwithstanding the foregoing, the Authority shall not be prevented from terminating this Permit for default in the payment of fees or from enforcing any other provisions hereof.

SECTION 6. GUARANTEE OF PERFORMANCE AND PAYMENT

Permittee has posted a security deposit in the amount of seven thousand five hundred dollars (\$7,500.00) with the Authority, in the form of cash, or letter of credit in a format satisfactory to the Authority. Said amount will be retained by Authority as security for the faithful performance of Permittee's

obligations hereunder, including but not limited to the rentals, fees, and charges to be paid, throughout the entire term of this agreement, and may be adjusted upward or downward by the Authority based on Permittee's actual Gross Revenues and payment performance. If adjusted upward, Permittee will provide such additional cash, or increased letter of credit, in a format satisfactory to Authority, within thirty (30) days of the Authority's request.

Any letter of credit provided pursuant to this agreement shall be issued by a bank or trust company that is acceptable to the Authority, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Permittee shall deliver a replacement letter of credit to the Authority at least twenty (20) days before expiration of the current letter of credit.

Authority shall have the right, but not the obligation, to apply said security to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Permittee. In the event that all or any portion of the security deposit is so applied, Permittee shall restore the security to its original sum, and Permittee's failure to do so within five (5) days after its receipt of demand for same from

the Authority shall constitute a default under this Permit. If said security shall not have been applied for any of the foregoing purposes, it shall be returned to Permittee, without interest, as soon after the end of the term of this Permit as it can be reasonably determined that all obligations for which Permittee may be liable have been paid.

If the letter of credit is drawn upon, Permittee will replenish or replace same so as to always maintain the full amount required under this Section available for Authority's protection. The Authority may, at its sole discretion, periodically require Permittee to increase or decrease the amount of the letter of credit posted under this Article at any time upon sixty (60) days written notice, based on Authority's assessment of loss exposure to the Authority and Permittee's performance of its obligations under this lease.

SECTION 7. RELEASE, INDEMNITY, AND HOLD HARMLESS

Neither the Authority nor Lee County will be liable to the Permittee for, and Permittee agrees to release, defend, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (other than damages for Authority's breach of this agreement), to any person or property in connection with the use of the leased premises or the Airport by Permittee, its employees, agents, or contractors, unless caused solely by negligent acts of the Authority or Lee County, or their agents or

servants acting within the scope of their employment.

SECTION 8. INSURANCE

Permittee must procure and maintain during the term hereof, at its own expense, for the protection of the Authority and Permittee, in form satisfactory to Authority, with one or more insurers qualified to do business in Florida:

- A. General liability insurance with minimum limits of \$2,000,000.00 per occurrence, for bodily injury, wrongful death, property damage, contractual liability, and completed operations coverage.
- B. Automobile liability insurance covering all owned, non-owned, and hired vehicles, with limits of no less than \$1,000,000.00 combined single limit.
- C. Workers' Compensation and employer's liability insurance, in the amounts required by state law.

Certificate(s) of insurance evidencing the insurance specified above shall be sent to the Authority, at the address set forth on page 1 above (to the attention of "Risk Management") or to riskmanagement@flylcpa.com prior to the commencement of any activities on the Airport by Permittee. The Lee County Port Authority shall be named as an additional insured on all policies of insurance (except for Workers' Compensation). The Permittee's insurance will be primary and non-contributory, and shall include a waiver of subrogation by both the Permittee and its insurers in favor of the Authority.

The Authority reserves the right to request, and have the Permittee provide, certified copies of all such policies in the event the Authority determines they may be relevant to making or defending a specific claim or action for or against the Authority or Lee County. Subsequent renewal certificates shall be

delivered to the Authority prior to a policy's expiration date except for any policy expiring on or after the expiration date of this agreement.

Each certificate shall contain a valid provision or endorsement indicating that the insurer will provide advance written notice to the Lee County Port Authority in the event the policy is to be non-renewed, canceled, or materially changed or altered. Such notice shall be sent to the attention of "Risk Management" 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 or emailed to riskmanagement@flylcpa.com.

SECTION 9. ASSIGNMENT

Permittee will not assign this Permit, in whole or in part, and any such attempted assignment shall be void, unless the Permittee first obtains written consent of the Authority's Executive Director.

SECTION 10. STANDARDS OF OPERATION

Permittee is prohibited from:

- having personnel on the Airport who are not neat, clean, and courteous;
- (2) allowing its agents or employees to solicit tips, or to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner;
- (3) allowing its agents or employees to engage in open or public disputes or conflicts, or to solicit business in any manner whatsoever (except as expressly provided below);
- (4) having an office or station at the airport;
- (5) utilizing a courtesy vehicle to pick up any person that does not have a pre-arranged reservation;
- (6) parking its courtesy vehicles on Airport property except for loading and unloading; and
- (7) conduct any business activity on Airport property other

than as expressly provided herein or as otherwise expressly permitted by the Authority.

Additionally, Permittee agrees to:

- load and unload its customers only in areas specified by the Authority;
- (2) have its drivers remain in the vehicles while at the Airport (except to assist customers loading or unloading baggage into or out of the shuttle or rental vehicle);
- (3) refrain from any use of the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard; and
- (4) make no unlawful, improper, or offensive use of the Airport.

SECTION 11. SOLICITATION AND ADVERTISING

Permittee will not solicit business on the Airport.

However, Permittee may contract separately with the Authority or its authorized advertising/exhibit display concessionaire (if any) for provision of display advertising or direct telephones, at Permittee's sole cost and expense, and at such fees, charges, and location as may be negotiated.

SECTION 12. COMPLIANCE WITH LAWS

Permittee (including its officers, agents, servants, employees, contractors, suboperators, licensees, and any other person over which Permittee has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09), and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, which may be or become applicable to its operations (including its courtesy vehicles) at the Airport.

SECTION 13. CIVIL RIGHTS AND TITLE VI

A. <u>General Civil Rights Provisions</u>

Permittee agrees to comply with pertinent statutes,

Executive Orders and such rules as are promulgated to ensure
that no person shall, on the grounds of race, creed, color,
national origin, sex, age, or disability be excluded from
participating in any activity conducted with or benefitting
from Federal assistance. If the Permittee transfers its
obligation to another, the transferee is obligated in the same
manner as the Permittee. This provision obligates the
Permittee for the period during which the property is used by
the Permittee and the airport remains obligated to the Federal
Aviation Administration. This provision is in addition to that
required by Title VI of the Civil Rights Act of 1964.

B. Compliance with Nondiscrimination Requirements

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

- (1) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national

- origin the selection retention in and subcontractors, including procurements of materials and leases of equipment. The Contractor will participate directly or indirectly in discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (3) Solicitations for Subcontracts, including Procuremnts of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (4) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. <u>Title VI List of Pertinent Nondiscrimination Acts and Authorities.</u>

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

- (1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- (9) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

SECTION 14. NONEXCLUSIVITY

Nothing herein contained shall be deemed to grant

Permittee any exclusive right or privilege in the conduct of any
activity on the Airport. Authority expressly reserves the right
to grant the same or similar privileges to other businesses.

SECTION 15. NONLIABILITY OF AGENTS OR EMPLOYEES

No officer, agent, or employee of Authority shall be charged personally or held liable under the provisions of this agreement or because of any breach thereof or because of its or their execution or attempted execution.

SECTION 16. TERMINATION BY AUTHORITY

In addition to all other remedies provided herein or at law, in the event the Authority has reason to believe Permittee has intentionally or recklessly understated its Gross Revenues, knowingly reported an Airport Customer as a non-airport customer, or encouraged a customer's falsification of the "Customer's Affirmation," the Authority may suspend or terminate this permit and suspend or cancel all privileges hereunder. Also, Authority may suspend or terminate this permit and suspend or cancel all privileges hereunder at any time by giving thirty (30) days written notice to Permittee should any one or more of the following events occur, unless same shall have been corrected within such period:

A. Permittee becomes a corporation in dissolution;

- B. Permittee, in the Authority's sole opinion, neglects or fails to make any payment required when due or to perform and observe any other promise, covenant, or condition set forth in this agreement;
- C. Cessation or deterioration of Permittee's service to the public for a period which, in the sole opinion of Authority, materially and adversely affects the quality of Permittee's operation.

SECTION 17. LICENSES AND TAXES

Permittee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of its business. Permittee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Permittee, or upon the business conducted on the premises, or upon any of Permittee's property used in connection therewith.

SECTION 18. WAIVER OF CLAIMS

Permittee hereby waives any claim against the Authority and its officials, officers, agents or employees, for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this agreement null, void, or voidable or delaying the same or any part hereof.

SECTION 19. INTERPRETATION

The language of this agreement shall be construed according to its fair meaning, and not strictly for or against either the Authority or Permittee.

SECTION 20. NOTICES

Notice to Authority will be sufficient only if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Permittee will be sufficient only if sent in the same manner, addressed to Permittee at the address set forth on page 1 above. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

SECTION 21. NONWAIVER OF RIGHTS

No waiver by either party of a breach by the other party of any of the terms, covenants, and conditions hereof shall operate as a waiver of any other breach.

SECTION 22. TIME

Time is of the essence in the performance of this agreement.

SECTION 23. GOVERNING LAW AND VENUE

This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be

governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

SECTION 24. WAIVER OF RIGHT TO JURY TRIAL

The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this contract or Permittee's use of the Airport.

SECTION 25. ENTIRE AGREEMENT

This contract sets out the entire agreement between the parties with respect to Permittee's rent-a-car business. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

ER TRAVEL, LLC	
(Permittee)	WITNESSED BY:
By: Tis Kelus	Witness: Jene Flew
Print Name: Tim Koeller	Print Name: Sesse Flish
As Its: <u>Manager</u>	Witness:
Date: 2/21/20	
	Print Name: Keny Vanbenschoter
LEE COUNTY PORT AUTHORITY	
	ATTEST:
	LINDA DOGGETT, CLERK
Ву:	Ву:
Chair or Vice Chair,	Deputy Clerk
Board of Port Commissioners	
Date:	
Approved As To Form for the	
Reliance of the Lee County Port	
Authority only:	
Ву:	
Port Authority Attorney	

EXHIBIT "A" DESIGNATION OF PERMITTEE'S COURTESY VEHICLES:

VEHICLE	Year/Make	Model	Seating <u>Capacity</u>	STATE/L LICENSE #'S	OCAL PERMIT #
#1					
#2		**************************************		***************************************	
#3		PANIS CONTRACTOR CONTR			
#4					
#5		PROPERTY OF THE PARTY OF THE PA			
#6				Martin and American	
#7		######################################			
#8					

(ATTACH SEPARATE SHEET FOR ADDITIONAL VEHICLES)

EXHIBIT "B" MONTHLY STATEMENT OF GROSS REVENUE

This	statement is for the month of $:$	Year: _	
Name	of Company (Permittee):		
SOURC	E OF FEES OR CHARGES	AIRPORT CUSTOMERS AND AIRPORT PARKING CUSTOMERS	OTHER <u>CUSTOMERS</u>
1	Rental of Motor Vehicles (do not deduct any discounts or rebates not shown on face of the customer contract)		<u> </u>
0t 2	her items: Accessories and equipment (e.g. cell phones, child seats racks, maps, etc.)		
3	Complete lines 3-7 for Airport CDW	Customers only:	
4	LDW		
5	Add lines 3 and 4		
6	Multiply first column of line 1 by 15% (0.15)		
7	Subtract line 6 from line 5 (if line 5 is less than line 6, enter zero)		
8	Any insurance	· · ·	****
9	Additional or under-age drivers	5	was 100 miles and 100 miles
10	Upgrades, late fees, and <u>any</u> <u>other</u> charges or fees .	· · ·	
11	Parking or storage of vehicles (enter zero if parking and storare covered under a separate agreement with the Authority)	-	
12	Transportation to or from Airpo	ort .	-
13	TOTAL "GROSS REVENUE" (add line 2, and 7 through 12)		
	PRIVILEGE FEES DUE (Multiply line 13 by 8%) is a true and correct statement ues and the applicable Privilege	of all items listed,	including Gross
By:	Title:		Date:

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board approve a "Second 5. CATEGORY: 8. Amendment to Lease of Portion of Parking Lot at Southwest Florida Consent Agenda International Airport" with Gartner, Inc. 2. FUNDING SOURCE: n/a 3. TERM: terminates lease effective March 12, 2020, and grants Lessee 6. <u>ASMC MEETING DATE</u>: 6/16/2020 an option to lease an alternate parcel through June 30, 2022. 4. WHAT ACTION ACCOMPLISHES: unencumbers space in the former 7. BoPC MEETING DATE: 6/25/2020 terminal's parking lot for Intrepid Aerospace's development of an MRO facility. 8. AGENDA: 9. REQUESTOR OF INFORMATION: CEREMONIAL/PUBLIC PRESENTATION (ALL REQUESTS) NAME Brian McGonagle CONSENT **ADMINISTRATIVE** DIV. Administration

10. BACKGROUND:

Gartner, Inc. ("Gartner") leases approximately 3.9 acres of the east end of the former airport terminal's parking lot along Chamberlin Parkway pursuant to a "Lease of Portion of Parking Lot at Southwest Florida International Airport" dated January 5, 2017, and amended June 27, 2019. The lease provided Gartner with employee parking in support of their transition from Gateway to Skyplex. Gartner's new office complex in Skyplex has been largely completed and Gartner does not currently need the leased parking lot space.

On a separate but related matter, on November 7, 2019, the Board Approved a "Ground Lease for Construction of an MRO Facility at Southwest Florida International Airport" with Intrepid Aerospace, Inc. ("Intrepid"). As noted in Intrepid's lease, a portion of Intrepid's premises overlapped a portion of Gartner's parking lot space. The Authority retained an option to terminate the Intrepid lease in the event it could not reach an agreement to terminate or relocate Gartner's parking lease space.

This proposed second amendment to Gartner's parking lot lease will allow for its early expiration of the lease on March 12, 2020. It will also grant Gartner an option to lease an alternate area in the parking lot (the "Option Premises") on the same terms as its existing lease, should Gartner need additional space for parking in the near future. The Option Premises is approximately 4.6 acres located west of the Intrepid parcel. Gartner may exercise its option at any time on or before May 31, 2022. If the option is exercised, the term of the lease for the Option Premises will run until June 30, 2022, and may continue month-to-month thereafter. Monthly rent for the Option Premises will be equal to Gartner's current monthly rent of \$7,507.05. If the option is not exercised by May 31, 2022, then the option will expire.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R.	Fictoria S.	X/A	Brian (W.	§regørp &b.	Benjamin R.
Biegel	Moreland		McGonagle	≯Cagen	Siegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED APPROVED as AMENDED DENIED OTHER 13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)
This proposed second amendment will make way for Intrepid's planned MRO development, while providing Gartner with the operational flexibility it needs should it choose to expand its Skyplex campus.
Attachments: 1. Contract summary 2. Proposed second amendment

Contract Summary

(Including effects of proposed Second Amendment)

Tenant: GARTNER, INC.

56 Top Gallant Road

Stamford, Connecticut 06902

Leased Premises: effective May 15, 2019, approximately 3.9 acres at the east end of

the old parking lot which served the original RSW terminal, as

shown on Exhibit B.

(as of the effective date of the Second Amendment, Lessee will have an option to lease an alternate premises of approximately 4.6 acres in the parking lot of the Airport's former terminal building). Lessee may exercise its option to lease the Option Premises on or before May 31, 2022. If the option is exercised, the term of the lease will run to June 30, 2022, and continue month-to-month thereafter

Allowed Use(s): parking of motor vehicles belonging to Lessee's employees,

shuttling of Lessee's employees to and from Lessee's off-site offices, and construction, equipping, and maintenance of trailers or

other temporary structures for the provision of restrooms,

refreshments, and shelter from the weather for Lessee's employees

Term of Lease: from March 1, 2017, until February 28, 2022 (changing to March

12, 2020)

Rents and Fees: \$7,507.05 per month

(if the option is exercised, monthly rent will be the same amount)

Security/Perf. Guaranty: \$18,500.00

Insurance: Commercial General Liability in the amount of \$2,000,000; Business

Auto in the amount of \$2,000,000; Commercial Property Insurance for full replacement value; Workers' Compensation as required by

state law

Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

SECOND AMENDMENT TO

LEASE OF PORTION OF PARKING LOT

THIS AGREEMENT (the "Second Amendment") is made and entered
into this day of, 2020, by and between the
LEE COUNTY PORT AUTHORITY, a political subdivision and special
district of the State of Florida with offices at 11000 Terminal
Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein
referred to as "Authority") and GARTNER, INC., a Delaware
corporation with principal offices located at 56 Top Gallant
Road, Stamford, Connecticut 06902, (herein referred to as
"Lessee").

Background

The Authority operates Southwest Florida International Airport, in Lee County, Florida (the "Airport"). The Authority and Lessee are parties to an agreement dated January 5, 2017, entitled "Lease of Portion of Parking Lot at Southwest Florida International Airport," as amended June 27, 2019 (the "Lease").

Authority and Lessee desire to amend said Lease so as to provide for an earlier expiration of the Lease term, and to provide Lessee with an option to lease a substitute premises, as provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree that the Lease as referenced above is hereby further amended as follows:

CHANGE IN TERM

Article 2 ("TERM") of the Lease is hereby amended such that the Lease will expire effective March 12, 2020.

2. OPTION TO LEASE ALTERNATE PREMISES

Authority herby grants to Lessee, and Lessee shall have, an option to lease a parcel of land (the "Option Premises") as described below, by delivering written notice to the Authority on or before May 31, 2022, upon the same terms, conditions, rights, and obligations as were set forth in the Lease, except that:

(a) The premises subject to being leased under this option (the "Option Premises") is an area of approximately 4.6 acres in the parking lot of the Airport's former terminal building which was located at 16000 Chamberlin Parkway, in the County of Lee, State of Florida, as generally depicted as "Parking Area" on the drawing attached hereto as Exhibit "C", together with the nonexclusive right to use, in common with the Authority and others, any public roads, walkways, and other public areas on the Airport for access to and from the Option Premises; and any private access or utility easement or other rights held by the Authority and beneficial to the Option Premises; but SUBJECT TO: (a) any state of facts which an accurate survey or physical inspection thereof might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all covenants, conditions, easements, reservations and other matters

and defects of record.

- (b) the term of the lease for the Option Premises shall commence on the date Lessee exercises its option and shall run until June 30, 2022. Thereafter, the lease shall continue month-to-month unless or until one of the parties shall end the lease, effective at the end of a calendar month, by giving the other party written notice thereof, in the manner provided in section 18.1, at least thirty (30) days prior to the end of the term.
- (c) Base Rent for the lease of the Option Premises shall be the sum of seven thousand five hundred seven dollars and five cents (\$7,507.05) per month, plus any applicable sales tax.

This option shall be exercised, if at all, only by a written notice from Lessee to Authority, prior to the expiration of the option period as stated above, time being of the essence.

Lessee's exercise of this option shall be irrevocable, and shall be effective on the date of such exercise. In the event that Lessee does not exercise the option prior to May 31, 2022, the option shall automatically and immediately expire and terminate without any further notice to Lessee.

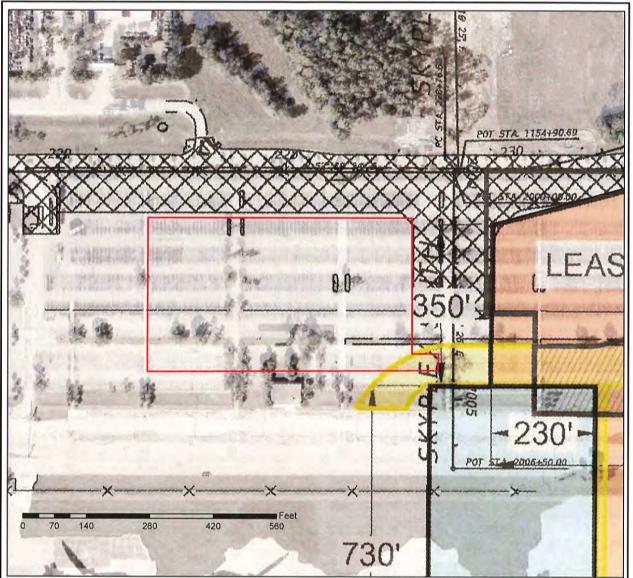
3. NO OTHER CHANGES

Except as otherwise provided herein, all other provisions of the agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

GARTNER, INC.	WITNESSED BY:
By: Mult Cliv	Witness: B we also
Print Name: MARKT DAMATO	Print Name: Brian McAlpin
As Its: My CAPITU PROT	(-) 1/
Date: 2/1/2020	Witness: The Kafu
	Print Name: Theresa Rankin
LEE COUNTY PORT AUTHORITY	ATTEST: LINDA DOGGETT, CLERK
By:	By:
Chair or Vice Chair, Board of Port Commissioners	Deputy Clerk
Date:	
Approved As To Form for the Reliance of the Lee County Port Authority only:	

By: Port Authority Attorney



** Background images is 90% Chamberlin Plan with Intrepid Parcels**

Overview Map



Potential Gartner Parking Layout Exhibit C

Legend
Parking Area (4,6 Acres)



Date: 1/27/2020



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

LEE COUNTY PORT AUTHORITY					
 REQUESTED MOTION/PURPOSE: Request Board approve an "Airlin Parking Agreement" with Comlux Aruba N.V. FUNDING SOURCE: n/a TERM: month to month, beginning March 1, 2020. WHAT ACTION ACCOMPLISHES: Specifies terms and conditions fo the airline's use of facilities and equipment at RSW. 			ove an "Airline	5. <u>CATEGORY</u> : 9 Consent Agenc	
			conditions for	•	NG DATE: 6/16/2020
8. AGENDA: CEREMONIAL/PUE X CONSENT ADMINISTRATIVE 10. BACKGROUND:		ATION	() M	REQUESTOR OF IN ALL REQUESTS) IAME Brian McGor DIV. Administration	NFORMATION:
Comlux Aruba N.V. desi signed a proposed airline "Nonparticipating Airline	e parking agree	ement. (The propose	ed agreement is s	imilar to the Author	ity's standard
This proposed agreemed landing fees, aircraft par party upon thirty (30) day	king fees, and	equipment use charg			
Attachments: (1) Contract Summary (2) Proposed "Airline Parking Agreement"					
11. RECOMMENDED APPROVAL					
	MUNICATIONS MARKETING	OTHER	FINANCE	PORT ATTORN	EY ACTING EXECUTIVE DIRECTOR
Congamin CX.	Tictoria S. Moreland	X/A	®rian (W. McGonagle	Gregory X Hagen	5. Senjamin R. Seiegel
12. SPECIAL MANAGEMENT COMMITTEE			13. PORT AUTH		
RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED OTHER		APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER			

Contract Summary

Type of Agreement: Airline Parking Agreement

Carrier: Comlux Aruba N.V.

J.E. Irausquin Boulevard 10, P.O. Box 140

Oranjestad, Aruba (Dutch Caribbean)

Premises: allows carrier to use certain ramp space and equipment at RSW

Allowed Use(s): airline parking

Term: begins March 1, 2020; may be terminated by either party at any time

upon 30 days' advance written notice

Fees: landing fees, equipment use charges, aircraft parking fees, etc.

Security/Perf. Guaranty: \$2,500.00

Insurance Requirements: for aircraft in excess of 20,000 lbs. maximum gross landing weight:

\$300 million combined single limit per occurrence comprehensive airline hull and liability insurance (\$25 million for personal injury to nonpassengers); \$100 million airport liability insurance combined

single limit

for aircraft greater than 15,000 and not more than 20,000 lbs. maximum gross landing weight: \$200 million combined single limit per occurrence comprehensive airline hull and liability insurance (\$10 million for personal injury to nonpassengers); \$25 million

airport liability insurance combined single limit

for aircraft with 15,000 lbs. or less maximum gross landing weight: \$5 million combined single limit per occurrence comprehensive airline hull and liability insurance (\$5 million for personal injury to nonpassengers); \$5 million airport liability insurance combined

single limit

Note: This page is intended as a general summary only, for ease of review, and is not

a part of the contract. In the event of any conflict between this page and the

proposed contract, the contract (being more precise) will prevail.

AIRLINE PARKING AGREEMENT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

	This Airline Parkin	g Agreement (refer	red to below as "Permit"), is an agreement made
this	day of	, 20	_, between the LEE COUNTY PORT
AUTE	IORITY, a political	subdivision and sp	ecial district of the State of Florida, with offices at
11000	Terminal Access Ro	ad, Suite 8671, For	rt Myers, Florida, 33913 ("Authority"), and
COM	LUX ARUBA N.V.,	a corporation regis	stered in and formed under the laws of Aruba,
mainta	ining offices at J.E. l	rausquin Boulevar	d 10, P.O. Box 140, Oranjestad, Aruba (Dutch
Caribb	ean) ("Carrier").		

Background

Southwest Florida International Airport, in Lee County, Florida (the "Airport") is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-014, Lee County has vested the Lee County Port Authority with the power to operate the Airport, and to lease premises and facilities on the Airport and to grant related rights and privileges. In entering this agreement, the Lee County Port Authority is acting as agent for Lee County.

Carrier desires to park aircraft at the Airport and to use certain of the Authority's facilities in conjunction with its operations.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

ARTICLE 1

USE OF AIRFIELD

Section 1.1 General The Authority hereby grants Carrier a nonexclusive license to use

the Airport's airfield area, in common with others, subject at all times to the exclusive control and management by the Authority, for landing, taking off, taxiing, towing, parking (on the Airport's aircraft aprons or ramps, shown on Exhibit D hereto), loading, unloading, and servicing of aircraft owned or leased by the Carrier and used in Carrier's airline business (herein "Carrier's Aircraft"). Carrier's use of aircraft parking space at the Airport will be as designated and assigned from time to time by the Authority, subject to availability, and subject to the terms and conditions set forth herein. Any facilities that are assigned to Carrier by the Authority are referred to below as the "Authority Facilities" or "Facilities."

Section 1.2 Contact phone number. Carrier shall provide to the Authority's Operations Department (email: acc@flylcpa.com), at all times, an up to date phone number, for contact regarding aircraft and related ground operations, which will be manned twenty-four hours a day, seven days a week.

Section 1.3 Fueling, maintenance, and repair of aircraft. Servicing (including ground service, loading, unloading, fueling, maintenance, and repairs) of Carrier's aircraft at the Airport may be performed only by Carrier, using its own employees and equipment, or by third party operators having a written permit agreement in place with the Authority, authorizing such operator to engage in the applicable activities on the Airport.

Carrier will not be permitted to perform, or cause to have performed, maintenance or repair work on Carrier's aircraft at the Airport except for:

- (a) inspections and minor repairs (excluding draining engine oil, hydraulic fluid, or fuel, or using solvents, unless stormwater BMPs are used);
- (b) work conducted inside a hangar; or
- (c) in the case of an emergency (i.e. unscheduled maintenance resulting from unforeseen events), with advance notice (via email or other writing) to, and

advance authorization (via email or other writing) from, the Authority's Operations Department, in an apron area designated for such purpose by the Authority.

If Carrier desires to utilize a passenger terminal gate position to refuel its aircraft, Carrier will first have its ground service provider contact the Authority to request assignment of a gate position for a certain time slot. The ground service provider will then relay the request to the Authority's Operations Department (phone 239-590-4810), which will assign a gate position and time slot based on availability.

Section 1.4 Fueling GSE. Fueling of ground service equipment ("GSE") such as tugs, aircraft air conditioning units, or auxiliary power units, may be performed only by Carrier, using its own employees and equipment, or by operators having a written permit agreement in place with the Authority, authorizing such operators to engage in the applicable activities on the Airport.

Section 1.5 Storage of equipment on the airfield. Storage of any equipment, parts, or other items on the airfield will be at the discretion of, and in the locations designated by, the Authority's Operations Department, and may be limited to equipment deemed by the Authority's Operations Department to be reasonably necessary to service aircraft which are present.

Section 1.6 Engine run-ups. Carrier must contact the Authority's Operations

Department (phone 239-590-4810) in advance of any engine run-up, and will comply with the

Operations Department's direction to Carrier as to when and where the run-up may be done.

Section 1.7 Maintenance taxi. Carrier will provide the Authority's Operations

Department with a list of its mechanics which are qualified to taxi aircraft in a movement area.

Except for certified pilots, no person will conduct a maintenance taxi, engine run-up, or repositioning of an aircraft without having first completed the Authority's RSW Operations

training program.

Section 1.8 Motor vehicles on airside. Carrier will provide the Authority's Operations

Department with the name, address, phone number, and email address, of one point of contact

who can coordinate and verify information concerning Carrier's employees who require

vehicular airside access. Each such employee will be required to complete the Authority's RSW

airside driver training program prior to being granted access. Each motor vehicle operated on the

airside portion of the Airport by Carrier or its employees must display placards clearly

identifying the name of Carrier's company; failure to do so may result in enforcement action by

the Authority's Airport Police Department.

Section 1.9 Servicing other air carriers. Carrier will not provide any services to any other airline, including but not limited to ground services, maintenance, repair, or fueling, unless Carrier and Authority first execute a separate written permit agreement with the Authority allowing such work.

ARTICLE 2

TERM

This Permit shall be effective beginning on March 1, 2020, and shall continue until terminated, at any time, by either party giving at least thirty (30) days prior written notice to the other.

ARTICLE 3

FEES AND CHARGES

Section 3.1 General. In consideration of the privilege of using the Airport and its Facilities, Carrier agrees to pay fees and charges to the Authority as follows:

(1) Landing Fees, based on the standard landing weight of each aircraft (as set forth in

Exhibit A hereto, or as otherwise established by the Authority), at the rate then in effect, as established by the Authority effective each October 1, or as may be changed by the Authority as provided below; plus

- (2) Equipment Use Charges, in accordance with the rates set forth on Exhibit B attached hereto; plus
- (3) Aircraft Parking Fees, at the rates set forth in Exhibit B; plus
- (4) Metered Charges, to the extent any utilities utilized by Carrier are separately metered; plus
- (5) <u>Miscellaneous Charges</u>, meaning:
 - (a) such reasonable and nondiscriminatory fees and charges that may be established by Authority for any other services or facilities that are requested by Carrier and provided by the Authority; and
 - (b) Carrier's pro rata share of the Authority's costs in providing any additional services or facilities the Authority may be required by any governmental entity having jurisdiction over the Airport (except the Authority acting in its proprietary role) to provide to Carrier.

The Authority may change any of the fees and charges set forth in this Section 3.1, including but not limited to the rates on Exhibits A and B, at any time upon thirty (30) days advance written notice to Carrier.

Section 3.2 Information to be Supplied by Carrier. Not later than the tenth (10th) calendar day following the end of each calendar month, Carrier shall file with the Authority written reports in the form attached hereto as Exhibit C, or on such other forms as may be provided by the Authority from time-to-time, for activity conducted by Carrier at the Airport during said month. The reports shall include such statistical data on Carrier's activities at the Airport as the Authority reasonably may request.

Section 3.3 Payment. Based on such reports, the Authority will issue monthly invoices to Carrier and Carrier will pay such invoices within 30 days from the date of each such invoice. In the event Carrier fails to provide any required written report within the time specified herein, or if the data set forth on said written report submitted to the Authority appears to be inaccurate, the Authority may, based on previous reports or other information available to the Authority, estimate Carrier's activity for the previous month and issue invoices based thereon. Carrier shall be liable to the Authority for any deficiencies in payments based upon such estimates. If such estimates result in an overpayment by Carrier, the Authority shall remit, or, at Authority's option, credit such overpayment to Carrier. Carrier shall make all payments to the Authority, without any set off or deduction, to:

Lee County Port Authority
Finance Department
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913

The acceptance of payment by the Authority from Carrier shall not preclude the Authority from verifying the accuracy of Carrier's reports on which Carrier's rentals, fees, and charges are based as provided in this Article and shall not be deemed a waiver of interest due, if any.

Section 3.4 Interest. Amounts due from Carrier to Authority under this Permit and not paid by the invoice due date shall accrue interest at the rate of fifteen percent (15%) per year.

Section 3.5 Auditing. The Authority or its duly authorized representative(s) may examine Carrier's operational books and records relating to determining amounts payable under this Permit (for example, the numbers and types of aircraft Carrier operated at the airport during the period in question), during all reasonable business hours, in Carrier's offices or such other place as mutually agreed to between Carrier and the Authority. Upon the Authority's written

request for examination of such books and records Carrier shall produce such items in Lee County, Florida, within fifteen (15) business days or pay all reasonable expenses, including but not limited to transportation, food, and lodging for the Authority's Internal Auditor or his representative(s) to audit said books and records outside Lee County.

The cost of said audit, with the exception of the aforementioned transportation, food, and lodging expenses, shall be borne by the Authority; provided however, that the full cost of said audit shall be borne by Carrier if either or both of the following conditions exist:

- (1) The audit reveals an underpayment of more than five percent (5%) of the fees and charges which are based on monthly activity, due hereunder, as determined by said audit;
- (2) Carrier has failed to maintain true and complete books, records, and supportive source documents in accordance with this Section 3.5.

Any underpayment of amounts due the Authority disclosed as a result of said audit, including interest computed from the original due date of each such amount due shall be paid to the Authority within thirty (30) consecutive calendar days of the date of the Authority's invoicing therefore. Such payment by Carrier shall not abrogate Carrier's right to contest the validity of said underpayments. Any valid overpayments made by Carrier shall be promptly remitted, or, at the Authority's option, credited to Carrier.

ARTICLE 4

PERMIT IS NONTRANSFERABLE

This Permit is totally nontransferable and Carrier cannot assign this Permit or any rights granted to Carrier hereunder.

ARTICLE 5

DAMAGE TO AIRPORT

Section 5.1 Damage. Carrier shall, within twelve (12) hours, report to the Authority, in writing, any and all damages to the Airport or its Facilities caused by its employees, agents, guests, or invitees (ordinary wear and tear excepted) and will be responsible for repairing such damage at its own expense. In the event Carrier does not commence and diligently proceed to repair any damages it had done to the Airport within (30) days written notice to act (except that no prior notice shall be required in the event of an emergency or unsafe situation), Authority may perform such repairs or cause them to be performed. The Authority's reasonable cost of, or expenditure for, all labor and materials, plus a 30% markup to cover the Authority's overhead, will be promptly paid by Carrier to Authority.

Section 5.2 Spills. In the event of any spill or leak of any fuel, lubricant, or other chemical or hazardous substance:

- (1) Carrier shall <u>immediately</u> notify the Authority by calling LCPA Airport Communications at (239) 590-4810.
- (2) Carrier shall be responsible for prompt cleanup of any spill or leak caused by its employees, agents, guests, or invitees, and for repair of any damage caused to the environment or the Airport's aircraft apron or other facilities.

ARTICLE 6

PERFORMANCE GUARANTEE

Carrier has provided the Authority, prior to commencement of operations hereunder, a security deposit in the amount of \$2,500.00, in the form of cash or an irrevocable letter of credit.

If said security is or has been provided in the form of an irrevocable letter of credit, the letter shall be issued and drawn on an American bank or trust company, be acceptable to the Authority in form and content, permit partial drawings, and automatically renew each year until

the termination or expiration of this Permit. If such letter of credit is not renewed, Carrier shall deliver a replacement letter of credit to the Authority at least thirty (30) days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle the Authority to present the letter of credit for payment.

After the first year of the term of this Permit, the Authority may increase or decrease the amount of the security required based on an assessment of loss exposure to the Authority and the Carrier's performance of its obligations under this Permit. If Carrier defaults on any duty under this Permit, the Authority may apply the amounts posted, or recovered from said surety, to damages sustained.

In lieu of providing the performance guarantee required by this Article 6, Carrier may prepay fees in advance of each actual operation at the Airport by making payment to the Authority's Finance Department, in advance, of such amount as said Finance Department may estimate will at least equal the amount of fees to be incurred by Carrier (the Authority will reconcile such amounts, based on actual operations, and any amount overpaid by Carrier shall be duly returned).

ARTICLE 7

RELEASE, HOLD HARMLESS, INDEMNIFICATION

Notwithstanding any minimum insurance requirements prescribed elsewhere in this contract, Carrier agrees to release, defend, indemnify, and hold harmless Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from:

(1) any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the use of the Airport by Carrier, its employees,

- agents, contractors, and invitees;
- (2) any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with spills, leaks, or other discharge of pollutants, or other contamination to the environment; and
- (3) any and all fines or penalties imposed on the Authority or Lee County by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) as a result of the failure of Carrier or its employees, agents, contractors, or invitees, to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to environmental damage or breaches of the Airport's security).

Lessee agrees to release the Authority from any injury, loss, or damage, caused by criminal acts of third parties. Lessee agrees that the Authority is not responsible or liable for any acts, errors, or omissions of the TSA, FAA, or any other governmental agency.

ARTICLE 8

INSURANCE

Carrier shall, at all times during the duration of this Permit, commencing with the first day thereof, and for thirty (30) days after the termination of this Permit, have and maintain in full force and effect the following insurance coverages:

- (1) Workers' Compensation insurance in such amounts as may be required by Florida law, and Employers' Liability insurance with coverage limits of at least \$1 million per employee (accident), \$1 million per employee (disease), and a \$1 million policy limit. A waiver of subrogation, in favor of Authority, is required for this coverage.
- (2) Comprehensive Airline Hull and Liability insurance as follows:
 - (a) For aircraft in excess of 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$300,000,000 (\$25,000,000 for personal injury to non-passengers)

combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.

(b) For aircraft in excess of 15,000 pounds but not more than 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$200,000,000 (\$10,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.

(c) For aircraft 15,000 pounds or less Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$5,000,000 (including \$5,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.

- (3) Airport Liability insurance, including, but not limited to, Premises and Operations, Personal Injury, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Products and Completed Operations coverage, and shall not exclude the (XCU) Explosion, Collapse, and Underground Property Damage Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport, including licensed vehicles. The limits of coverage shall be not less than:
 - (a) For aircraft in excess of 20,000 pounds Maximum Gross Landing Weight (MGLW):

Bodily & Personal Injury and property Damage Liability of \$100 million combined single limit, each occurrence and aggregate.

(b) For aircraft in excess of 15,000 pounds but not more than 20,000 pounds

Maximum Gross Landing Weight (MGLW):

Bodily & Personal Injury and property Damage Liability of \$25 million combined single limit, each occurrence and aggregate.

(c) For aircraft 15,000 pounds or less Maximum Gross Landing Weight (MGLW):

Bodily & Personal Injury and property Damage Liability of \$5 million combined single limit, each occurrence and aggregate.

All insurance required by parts (2) and (3) above shall provide coverage for events which occur during the policy period, and not on a claims made basis, and shall include endorsements:

- acknowledging that the indemnification and hold-harmless provisions of this Permit are insured under Carrier's blanket contractual liability coverage;
 - 2. naming the Lee County Port Authority and Lee County, Florida as additional insureds (up to the full policy limits);
 - indicating that the insurance is primary and non-contributory with respect
 to the matters within such coverage, irrespective of any insurance carried
 by the Authority, and includes a waiver of subrogation in favor of the
 Authority;
 - 4. providing that, as respects the interest of the Authority, this insurance shall not be invalidated by any breach of warranty by Carrier; and
 - 5. providing a severability of interest/cross liability endorsement.

Prior to the commencement of operations under this Permit, certificates of insurance shall be delivered to the Authority evidencing compliance with the insurance terms of this Permit. All of the above insurance shall be written through a company or companies satisfactory to the Authority, and the certificates of insurance shall be of a type that unconditionally obligates the insurer to notify the Authority in writing in advance of the effective date in the event of a material change in or cancellation of such insurance.

If Carrier fails to provide or to maintain during the term of this Permit the insurance required by this section, the Authority may terminate this Permit without notice to Carrier.

Certificates of insurance and other insurance-related notices shall be sent to:

Lee County Port Authority Risk Manager 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913

or by email to: riskmanagement@flylcpa.com.

The insurance provisions contained herein shall remain in effect and shall survive the termination of this Permit with respect to any occurrence or claim arising during the term of or in connection with this Permit. The Authority reserves the right to amend the insurance requirements of this Permit from time to time, with thirty (30) days prior written notice to Carrier.

ARTICLE 9

AVAILABILITY OF FACILITIES

The Authority will not be liable or responsible, nor be obligated to perform hereunder, nor be deemed to be in default hereunder, for any failure to provide or delay in providing any Facilities.

The Authority reserves the right to utilize any Facilities assigned to Carrier and not used by Carrier during such assigned period(s) or to reassign such Facilities to another Carrier.

ARTICLE 10

COMPLIANCE WITH LAWS

Section 10.1 Airport Rules and Regulations. Carrier (including its officers, agents, employees, and contractors) will observe and comply with: (i) all rules and regulations of Authority which now exist, or may hereafter be promulgated from time to time; and (ii) all laws of Lee County, including but not limited to Lee County Ordinance #94-09 ("Airport Rules and

Regulations") as may be amended from time to time.

Section 10.2 Compliance with All Other Laws. Carrier will observe and comply with any and all federal, state, and local laws, statutes, ordinances, and regulations including but not limited to 40 CFR Part 122, Chapter 403 and Chapter 373, Part IV, Florida Statutes, Rule 62-621.100 et seq. (Fla. Admin. Code), and all other environmental laws.

Section 10.3 Notices. Carrier agrees that any notice of violation, notice of noncompliance, or other enforcement action with respect to federal, state, or local environmental law or regulation upon the Airport shall be provided to Authority within twenty (24) hours of receipt by Carrier or Carrier's agent. Carrier agrees to cooperate with any investigation, audit or inquiry by Authority or any governmental agendy, regarding possible violation of any environmental law or regulation upon the Airport.

Section 10.4 Remedies. All remedies of Authority as provided herein with respect to federal, state, or local environmental law or regulation shall be deemed cumulative and shall survive termination of this agreement.

ARTICLE 11

STORM WATER COMPLIANCE

Section 11.1 Laws. Carrier acknowledges that the Airport is subject to federal storm water regulations (40 CFR Part 122) and state storm water regulations (Chapter 373, Part IV, and Chapter 403, Florida Statutes, and Rule 62-621.100 et seq., Fla. Admin. Code).

Section 11.2 Carrier's compliance with Authority's permit from FDEP. Authority has obtained a storm water discharge permit for the Airport (Multi-Sector Generic Permit #FLR05A496) from the Florida Department of Environmental Protection ("FDEP"). Carrier will observe and comply with, and agrees not to cause any violation of, said permit or the Authority's

Storm Water Pollution Prevention Plan ("SWPPP"), Best Management Practices ("s"), or any Multi-Sector Generic Permit that has been, or in the future is, issued for the Airport by the FDEP.

Section 11.3 Carrier to obtain own FDEP permit if permit is necessary. The

Authority's permit does not cover Carrier or Carrier's performance of any "industrial activity" as

defined in 14 CFR Part 122. Before performing any "industrial activity at the Airport, Carrier

will first obtain its own permit from the FDEP.

Section 11.4 Best Management Practices. Authority and Carrier acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Carrier will implement and maintain "Best Management Practices" to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by the Carrier. Carrier acknowledges that Authority has provided a copy of the Airport's current "Best Management Practices" that apply to the Carrier's operations and will operate consistently with those practices.

For purposes of this Article, the following definitions apply:

"Storm water" - Storm water runoff and surface water runoff and drainage.

"Significant materials" - Includes, but is not limited to -- raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices" (BMP) - Practices employed to prevent or reduce source water pollution.

ARTICLE 12

CONDITION OF FACILITIES

The Facilities provided hereunder are provided "as-is" and with all faults, and the Authority makes no warranties, guarantees, or representations of any kind, either express or implied, arising by law or otherwise, including, but not limited to, any warranty, guarantee, or representation with respect to the merchantability or fitness for intended use or condition of such Facilities. Carrier hereby waives, and the Authority expressly disclaims, all warranties, guarantees, and representations of any kind, either express or implied, arising by law or otherwise, including, but not limited to, any implied warranty arising from the course of performance, course of dealing, or usage of trade, and any implied warranty or fitness for a particular purpose. In no event shall either party's liability of any kind under this permit include any consequential damages.

ARTICLE 13

NATURE OF CARRIER'S INTEREST

This Permit is strictly a license to use the Facilities that may be assigned by the Authority to Carrier. This Permit does not confer upon the Authority any control over, or obligation of bailment with respect to, any aircraft or other equipment owned or operated by Carrier, and does not subject the Authority to any of the liabilities of an owner, user, bailee, lessor, lessee, or operator of any aircraft or other equipment owned or operated by Carrier.

ARTICLE 14

FAA CLAUSES

Section 14.1 Incorporation of required provisions. The parties incorporate herein by

this reference all provisions lawfully required to be contained herein by the FAA or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this Permit as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Carrier agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required.

Section 14.2 Subordination. This Permit is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 14.3 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Permit are nonexclusive and the Authority reserves the right to grant similar privileges to another Carrier or other Carriers on other parts of the Airport.

Section 14.4 Nondiscrimination. Carrier will furnish services to the public on a reasonable, and not unjustly discriminatory, basis to all users of the Airport, and will charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Carrier will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Carrier will operate its business so as to not cause any violation of the grant assurances the Authority has made to the Federal government in

consideration for Federal grant assistance.

ARTICLE 15

GENERAL PROVISIONS

Section 15.1 Entire agreement. This Permit sets out the entire agreement between the parties. There are no implied covenants or warranties. No agreement to modify this Permit will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

Section 15.2 Notices. Notice to the Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, Airborne Express, DHL), to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Carrier will be sufficient if sent in the same manner, addressed to Carrier at the Carrier's address set forth on page 1 above. The parties may designate in writing other addresses for notice. Notice shall be deemed given when received.

Section 15.3 Licenses and taxes. Carrier shall have and maintain in current status all federal, state, and local licenses and permits required for Carrier's operations. Carrier will pay any applicable sales, use, or other taxes that may be imposed on Carrier, or upon Carrier's personal property, or on Authority for services furnished to Carrier under this Permit.

Section 15.4 Headings. The headings within this Permit are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 15.5 Incorporation of exhibits. All exhibits referred to in this Permit are intended to be and hereby are specifically made a part of this Permit.

Section 15.6 Time. Time is of the essence in the performance of this Permit.

Section 15.7 Governing law and venue. This Permit shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 15.8 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this contract or Carrier's use of the Airport.

Section 15.9 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this Permit or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 15.10 Nonwaiver of breaches. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 15.11 Airport development. The Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as the Authority sees fit, without

Carrier's interference or hindrance and regardless of Carrier's views and desires.

Section 15.12 Carrier's noninterference with aircraft. Carrier will not use the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, the Authority reserves the right to abate or eliminate the interference at the expense of Carrier.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

COMLUX ARUBA N.V. (Carrier) By: Andrea Zanetto	WITNESSED: Witness: LORENZO FACUAN Date: 25/05/2020
Date: CEO 30/04/2020	Witness: Date: 55/05/5050.
LEE COUNTY PORT AUTHORITY By:	ATTEST: LINDA DOGGETT, CLERK By:
Chairman or Vice Chairman, Board of Port Commissioners	Deputy Clerk
Date:	
Approved As To Form for the Reliance of the Lee County Port Authority only:	
By:	
Port Authority Attorney	

EXHIBIT A

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)
A300-600	308,000	B747-100/200	585,000
A310-200	262,000	B747-100/200 COMBI with cargo config.	630,000
A310-300	273,000	B747-300-400 COMBI with cargo config.	605,000
A318	124,000	B747-300-400 COMBI without cargo config.	605,000
A319	135,000	B747-300	564,000
A320-100	135,000	B747-400	630,000
A320-200	143,000	B757	198,000
A321-100	161,000	B757-200	199,000
A330-200	397,000	B757-300	224,000
A330-300	408,000	B767-200 and 200ER	272,000
A340-200	406,000	B767-300	300,000
A340-300	410,000	B767-300ER	320,000
A380	899,000	B767-400ER	350,000
B717-200	110,000	B777-200	455,000
B727-100	143,000	DC9-14/15 (SER. 10)	82,000
B727-200	161,000	DC9-31/32/33/34	99,000
B737-200	103,000	DC9-41 (SERIES 40)	102,000
B737-300	116,000	DC9-51	110,000
B737-400	121,000	DC9-81 (MD81)	128,000
B737-500	110,000	DC9-87 (MD87)	128,000
B737-600	121,000	DC9-82/88 (MD82/MD88)	130,000
B737-700	128,000	DC9-83 (MD83)	140,000
B737-800	144,000		
B737-900	144,000		

EXHIBIT A (Continued)

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)
DC10-30/40	403,000
MD-11 and 11ER	430,000
MD-88	130,000
MD-90-30	142,000
ATR-72	47,068
EMB – 170	72,310
EMB – 175	74,957
EMB – 190	94,799
CRJ – 7	67,000

Weights for aircraft not listed above will be determined by the Authority for the standard, or average, configuration for that aircraft, by reference to the manufacturer's specifications or the Authority's reference manuals.

^{*} Please note that while the Airlines are required to self report monthly flight activity, the Lee County Port Authority utilizes the Automated Landing Fee system to calculate actual landed weight and number of flights.

EXHIBIT B

(Cargo Airline Airport Use Permit Agreement)

Effective April 1, 2019

EQUIPMENT USE CHARGES

PORTABLE GROUND POWER USAGE (GPU), charge per hour for usage of Port Authority's GPU equipment when parked remotely	\$100.00
AIR STAIR, charge per day for usage of Port Authority's Air Stair equipment when parked remotely	\$50.00

AIRCRAFT REMOTE PARKING FEES

NORTH RAMP (A/K/A NORTH APRON, AT FORMER TERMINAL SITE):	
Daily Rate (per aircraft, per day, for the period from 12:01 a.m. to	
11:59 p.m. or any portion thereof)	\$150.00

CARGO APRON POSITION:

1st 3 hours or fraction thereof:	\$ 48.00
Each additional hour or fraction thereof:	\$ 6.00
Daily Maximum (aircraft not exceeding 12,500 lbs):	\$100.00
Daily Maximum (aircraft exceeding 12,500 lbs):	\$275.00
Cargo equipment in position area:	\$275.00

PASSENGER TERMINAL AIRCRAFT APRON FEES

PASSENGER TERMINAL REGULAR APRON USE CHARGE,

PER TURN: \$66.00

JET BRIDGE CHARGE, PER TURN: \$165.00

Exhibit C (Page 1 of 2)

CARGO CARRIER MONTHLY STATISTICS REPORT FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)

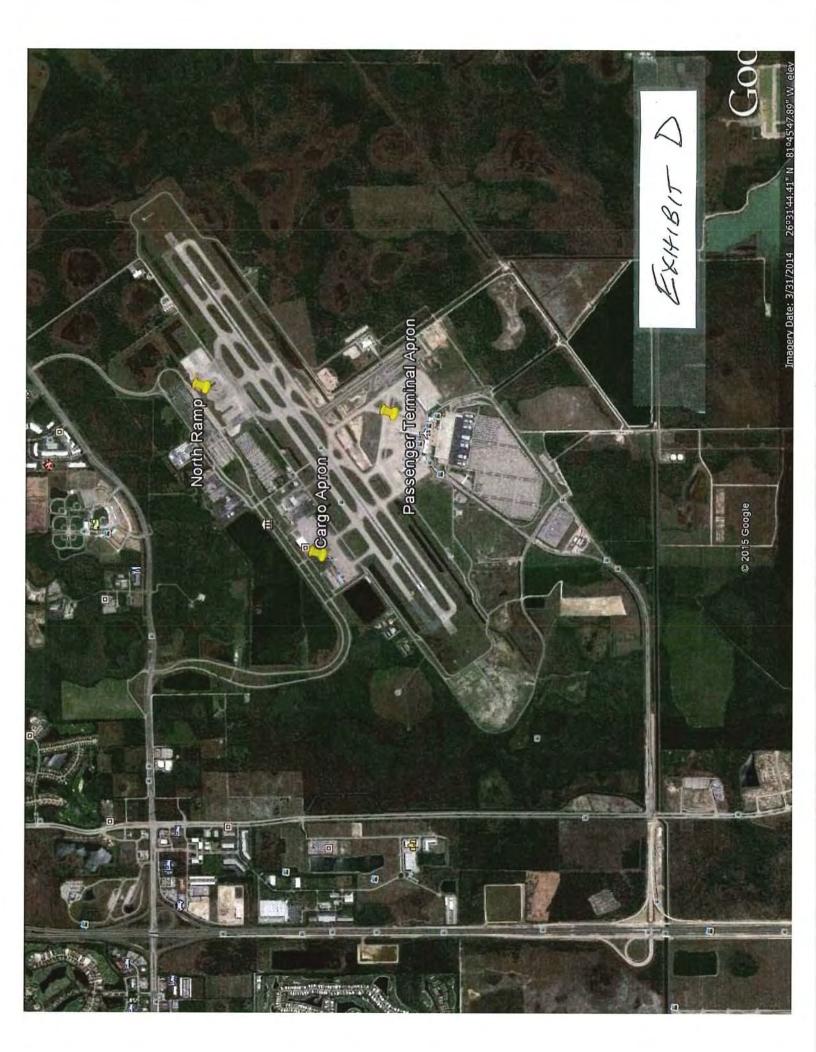
TO: LEE CO	OUNTY PORT AUTHORITY	CARRIER:_		
FORT :	MYERS, FLORIDA	MONTH/YI	EAR:	
	D WEIGHT (IN POUNDS) OF Std. Landing Weight	# of Flights	<u>ATED</u> = = = = =	Total Weight
	X		=	
	Total Landing V	Veight for Month	=	
POUNDS OF A	PLANED NED			
SIGNED:		DATE:		
TITLE.				

Exhibit C (Page 2 of 2)

CARGO CARRIER MONTHLY STATISTICS REPORT FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)

CARGO AIRCRAFT POSITION PARKING FEES

Day of Month	Hours Parked	Parking Fee	Airstair Fees	GPU Fees	
1		\$	\$	\$	
2		\$	\$	\$	
3		\$	\$	\$	
4		\$	\$	\$	
5		\$	\$	\$	
6		\$	\$	\$	
7		\$	\$	\$	
8		\$	\$	\$	
9		\$	\$	\$	
10		\$	\$	\$	
11		\$	\$	\$	
12		\$	\$	\$	
13		\$	\$	\$	
14		\$	\$	\$	
15		\$	\$	\$	
16		\$	\$	\$	
17		\$	\$	\$	
18		\$	\$	\$	
19		\$	\$	\$	
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21		\$	\$	\$	
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23		\$	\$	\$	
24		\$	\$	\$	
25		\$	\$	\$	
26		\$	\$	\$	
27		\$	\$	\$	
28		\$	\$	\$	
29		\$	\$	\$	
30		\$	\$	\$	
31		\$	\$	\$	
		\$	\$	\$	
Total due f	for month: \$		·	*	
SIGNED:			DATE:		



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board approve a "First 5. CATEGORY: 10. Amendment to "Lease of Office Space at Page Field Airport" with Consent Agenda FMY Holdings, LLC. 2. FUNDING SOURCE: n/a 3. TERM: Month-to-month 6. ASMC MEETING DATE: 6/16/2020 4. WHAT ACTION ACCOMPLISHES: Amends the lease to remove one office from the leased premises within the Base Ops building. 7. BoPC MEETING DATE: 6/25/2020 8. AGENDA: 9. REQUESTOR OF INFORMATION: **CEREMONIAL/PUBLIC PRESENTATION** (ALL REQUESTS) NAME Brian McGonagle CONSENT **ADMINISTRATIVE** DIV. Administration 10. BACKGROUND:

ATP Flight Academy, LLC, d/b/a ATP Flight School, headquartered in Jacksonville, Florida, is one of the largest flight training companies in the U.S. The company leases, via its affiliated entity FMY Holdings, LLC ("FHLLC"), land at Page Field for construction and operation of a flight school, pursuant to a "Land Lease for Construction and Operation of a Flight School at Page Field" dated March 7, 2019.

In conjunction with its flight school development, FHLLC leases existing office space on a temporary basis, to help start up its operations while the flight school is under construction, pursuant to a "Lease of Office Space at Page Field Airport" also dated March 7, 2019. The office space lease covers 3 offices, with a combined total of approximately 1,183 square feet, located on the second floor of the "Base Ops" terminal building at Page Field. FHLLC desires to reduce its leased space in the Base Ops building. The proposed amendment will remove room 210, containing 446 square feet, from the leased premises effective May 1, 2020. The term of the lease will remain month-to-month for the remaining rooms, and rent will decrease from \$4,436.25 per month to \$2,673.75 per month. All other terms will remain unchanged.

Attachments:

- 1. Contract Summary
- 2. Proposed First Amendment to Lease of Office Space at Page Field Airport

11. RECOMMENDED APPROVAL COMMUNICATIONS OTHER FINANCE PORT ATTORNEY ACTING EXECUTIVE **DEPUTY EXEC** AND MARKETING DIRECTOR **DIRECTOR** Victoria 🐯. N/A Srian W. Gregory OS. Benjamin R. \mathcal{B} enjamin \mathcal{R} . Moreland Mc Gonagle **℃**Cagen **Siegel Siegel** 12. SPECIAL MANAGEMENT COMMITTEE 13. PORT AUTHORITY ACTION: **RECOMMENDATION: APPROVED APPROVED** APPROVED as AMENDED APPROVED as AMENDED **DENIED DENIED** DEFERRED to **OTHER OTHER**

Lease Summary

(Including Effects of Proposed First Amendment)

Tenant: FMY Holdings, LLC

1555 The Greens Way

Jacksonville Beach, FL 32250

Leased Premises: 3 offices (rooms 208, 209, and 210), containing a total of approximately

1,183 square feet, on the second floor of Base Ops [First Amendment removes room 210, which is 446 square feet, effective May 1, 2020,

leaving 737 square feet]

Allowed Use(s): office space to support the tenant's temporary flight school operations

while its hangar and other improvements are under construction pursuant

to the Land Lease

Term of Lease: initial term will commence when Lessee successfully obtains all

governmental permits required to construct the "Minimum Required Improvements" specified in Section 5.2 of the "Land Lease" *[this*

occurred February 1, 2020], and will continue on a month-to-month basis until the earlier of: (a) termination, effective at the end of any calendar month, by either party giving the other party at least thirty (30) days prior written notice thereof; or (b) the end of the calendar month in which the

Land Lease is terminated.

Rents and Fees: \$4,436.25 per month [decreases to \$2,673.75 per month, effective May 1,

20201

Note:

Insurance Requirements: Lessee must keep in force insurance required by its Land Lease for

Construction and Operation of a Flight School at Page Field

This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

FIRST AMENDMENT TO LEASE OF OFFICE SPACE AT PAGE FIELD AIRPORT

THIS FIRST AMENDMENT is made and entered into this day of
, 2020, by and between LEE COUNTY PORT AUTHORITY , a political
subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000
Terminal Access Road, Suite 8671, Fort Myers, FL 33913, and FMY HOLDINGS, LLC, a
Florida limited liability company (herein referred to as "Lessee"), with offices at 1555 The Greens
Way, Jacksonville Beach, FL 32250.

Background

The Authority operates Page Field, located in Lee County, Florida (the "Airport"). Authority and Lessee have entered into a lease agreement entitled "Lease of Office Space at Page Field Airport" dated March 7, 2019 (the "Lease"), covering certain space in the Airport's general aviation terminal building known as "Base Ops." Lessee desires to reduce its leased space in the Base Ops building.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby mutually agree to modify said Lease, effective as of May 1, 2020, as follows:

1. The description of the leased premises in Article 1 is amended to read as follows:

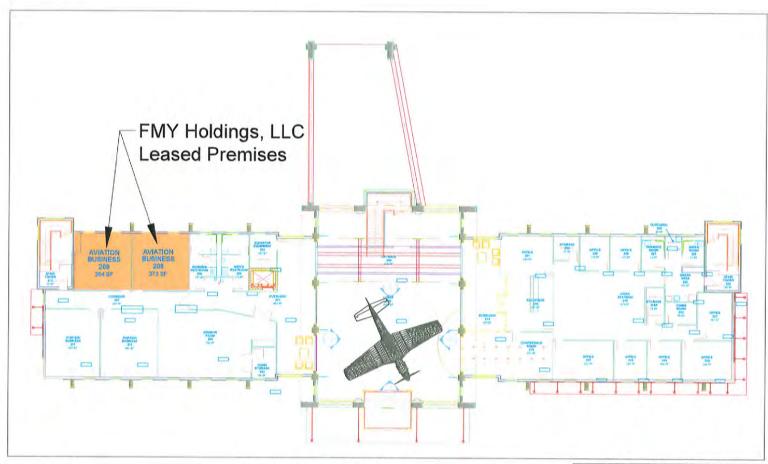
Two offices, containing a total of approximately 737 square feet, located on the second floor of the general aviation terminal building known as "Base Ops" located at 5200 Captain Channing Page Drive, Fort Myers, Florida, 33907, designated as room numbers 208 and 209, as shown on Revised Exhibit A attached hereto.

2. The monthly rent set forth in the first sentence of Article 4 ("Rent") of the Lease is decreased from \$4,436.25 per month to \$2,673.75 per month.

- 3. "Exhibit A" of the Lease shall be deleted and replaced with the attached "Revised Exhibit A."
 - 4. All other provisions of the Lease shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

FMY HOLDINGS, LLC (Lessee)	Witnessed by:
By: Dellan	Mark But
Print Name: Derrick S. Dennis	Mark Butler
Title: Pres., Airline Transport Prof., Inc. its Member	Print Name
Date: 4/4/20	Witnessed By:
	T. CHRIS WACCETT
LEE COUNTY PORT AUTHORITY	ATTEST: Linda Doggett, County Clerk
Ву:	Ву:
Chairman or Vice Chairman Board of Port Commissioners	Deputy Clerk
Date:	
Approved As To Form for the Reliance of the Lee County Port Authority only:	
By:	
Port Authority Attorney	





Revised Exhibit A

Lee County Port Authority

Base Ops - General Aviation Building 5200 Capitals Channing Page Drive, Fort Myers, Florida 33907 Dwg: 1 Jimenez Date: April 29, 2020

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. <u>REQUESTED MOTION/PURPOSE</u>: Request Board approve an "On-Airport Land Lease" with the United States of America Department of Transportation Federal Aviation Administration.
- 2. FUNDING SOURCE: n/a
- 3. TERM: October 1, 2020 to September 30, 2029.
- 4. WHAT ACTION ACCOMPLISHES: Leases a parcel of land at Southwest Florida International Airport to the FAA for the maintenance and operation of the Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) facilities.
- 5. CATEGORY: 11. Consent Agenda
- 6. ASMC MEETING DATE: 6/16/2020
- 7. **BoPC MEETING DATE**: 6/25/2020

Ω	AGENDA:
υ.	AGLINDA.

X CONSENT

ADMINISTRATIVE

9. REQUESTOR OF INFORMA	ATION	N:
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(ALL REQUESTS)
NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

The Federal Aviation Administration ("FAA") operates and maintains the airport traffic control tower (ATCT) and terminal radar approach control (TRACON) facilities at Southwest Florida International Airport, pursuant to Lease No. DOTFA80SO-12524 between the United States of America and the Board of County Commissioners of Lee County dated July 11, 1980, which expires September 30, 2020.

The proposed On-Airport Land Lease (FAA Lease No.: 69435Z-19-L-00096) is intended to succeed the existing lease upon its expiration on September 30, 2020. The proposed new lease will allow the FAA to continue use of the same approximately 1.68 acre parcel that is currently leased by the FAA for the airport's existing ATCT and TRACON facilities.

Similar to the existing lease it will replace, the proposed new lease does not provide for rent or other monetary payments to be made by the FAA; the consideration for the use of the facility site is the FAA's continued operation and maintenance of the existing ATCT and TRACON facilities at the Airport.

The proposed lease is intended to allow for the continued operation of the existing ATCT and TRACON facilities while construction of the new control tower facilities (which is currently underway) progresses to completion.

Attachments:

- Contract summary
- 2. Proposed land lease (FAA Lease No.: 69435Z-19-L-00096)

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R.	Wictoria &.	N/A	Brian W.	Gregory Ob.	Benjamin R.
Biegel	Moreland		McGonagle	Hagen	Obiegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Backgrou	und (continued)		
3. Not 4. Put	tary Acknowledgément blic Authorization Certificate		
4. Pul	blic Additionzation Certificate		

CONTRACT SUMMARY

Agreement: On-Airport Land Lease between United States of America

(Department of Transportation, Federal Aviation Administration)

and Lee County Port Authority

Tenant: Federal Aviation Administration

Real Estate Branch, 4th Floor, AAQ-910

College Park, Georgia

30337-2714

Lease Premises: 1.68 acres, more or less, at Southwest Florida International

Airport, located near the existing runway and the Airfield

Maintenance building.

Term of Lease: Initial term is October 01, 2020 through September 30, 2029.

Thereafter, the agreement continues month-to-month until terminated by either party providing at least 30 days advance written notice to the other. Prior to September 30, 2029, the FAA may terminate the Lease in whole or in part, upon ninety (90) days

advance written notice to the Authority.

Rents and Fees: None. Occupancy is granted in consideration of the obligations

assumed by the FAA in its establishment, operation and maintenance of the facilities upon the premises leased.

Security / Pref. Guaranty: None.

Insurance Requirements: None.

Notes: Port Authority has obligations relating to the provision of utilities

as set forth in Section 7 of the Lease. Authority agrees to maintain the necessary water and sanitary sewer lines and to install any necessary utility meters at no cost to the FAA. FAA will pay for all

of its utility consumption.

Note: This Contract Summary is intended as a general summary only, for ease of review, and is <u>not</u> a part of the contract. In the event of any conflict between this summary and the

proposed contract, the contract (being more precise) will prevail.

ON-AIRPORT LAND LEASE

Between

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

And

LEE COUNTY PORT AUTHORITY

Lease No.: 69435Z-19-L-00096

(ATID) Facility: (RSW) ATCT & TRACON

City/State: FORT MYERS, FL

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2018)

This Lease is made and entered into by the Lee County Port Authority, hereinafter referred to as "Airport" or "Lessor", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA" or "Government".

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DOTFA80SO-12524 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

6.1.4-1 Premises

The Lessor hereby leases to the FAA the following described property, hereinafter referred to as the premises:

A portion of a parcel of land lying in the County of Lee, Florida and being more particularly described as located on the ground of the Southwest Florida International Airport and starting at the intersection of the threshold and centerline of Runway 5R (10,000N, 10,000E on the Airport grid system), this point being the Point of Start (P.O.S.); go thence N54°00'00"E, along the Runway centerline, 3065'; thence N36°00'00"W, 997' to the Point of Beginning (P.O.B.). Beginning at P.O.B., and inclusive of all enclosed area, proceed N36°00'00"W, 340'; thence N54°00'00"E, 215'; thence S36°00'00"E, 340'; thence S54°00'00"W, 215 to the P.O.B. The Tract contains 1.68 acres, more or less.

A. Together with a right-of-way for ingress to and egress from the premises for FAA employees, their agents and assigns; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be routed as reasonably determined to be the most convenient to the FAA and as to not interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility right-of-way under this paragraph.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of FAA facilities. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 1, 2020 and continuing through September 30, 2029 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration - No Cost (JAN 2018) -

The FAA shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation and maintenance of facilities upon the premises hereby leased.

6.2.7 Cancellation (JAN 2017)

The FAA may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer ("RECO") determines that a termination is in the best interest of the FAA. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least ninety (90) days before the effective termination date.

6.2.14 Holdover

If after the expiration of the Lease, the FAA shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis until terminated by either party providing at least 30 days advanced written notice to the other. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.5 Title To Improvements

During the term of this Lease, title to the improvements constructed for use by the FAA shall be in the name of the FAA.

6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement.

6.3.18 Non-Restoration (JAN 2018)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), including any holdover periods, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Lease. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.25 Quiet Enjoyment (OCT 1996)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the FAA's use and enjoyment of said premises against third party claims.

6.3.28-2 Interference with FAA Operations (JAN 2017)

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the FAA shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback - Real Property (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this lease have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this lease.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The FAA agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the FAA will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the FAA under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the FAA under this Lease so long as the FAA is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other

security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between FAA and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the FAA; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the FAA's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the FAA shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the FAA copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

3.9.1-1 Contract Disputes (OCT 2011)

(a) All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition ("ODRA") and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

- (b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- (c) Contract disputes are to be in writing and shall contain:
- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contact number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.
- (d) Contract disputes shall be filled at the following address:
- (1) Office of Dispute Resolution for Acquisition, AGC-70Federal Aviation Administration800 Independence Avenue, S.W., Room 323Washington, DC 20591

Telephone: (202) 267-3290 Facsimile: (202) 267-3720; or

- (2) Other address as specified in 14 CFR Part 17.
- (e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contact entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the a foresaid two (2) year period, the limitations

periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

- (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
- (h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
- (i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.
- (j) Additional information and guidance about ODRA dispute resolution process for contract disputes can be found on the ODRA Website at http://www.faa.gov.

SECTION 4 - FINANCIAL CLAUSES - This Section is Not Applicable

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSES- This Section is Not Applicable

SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES This Section is Not Applicable

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.7 Utility Lines and Consumption

The Airport agrees to maintain the necessary water and sanitary sewer lines to the facility and to install necessary meters to the Government's lines without cost to the Government. The Government shall pay for all of its utility consumption at no more than prevailing rates charged the general public for such similar utility services.

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES

6.8.1 Hazardous Substance Contamination (JUL 2017)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this Lease. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. FAA harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

SECTION 9 - SECURITY CLAUSES This Section is Not Applicable

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, referencing to the Lease number, and be addressed as follows:

TO THE LESSOR:

Lee County Port Authority 11000 Terminal Access Road Suite 8671 Fort Myers, Florida 33913-8213

TO THE FAA:

Federal Aviation Administration Real Estate Branch, 4th Floor, AAQ-910 College Park, Georgia 30337-2714

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

LEE COUNTY PORT AUTHORITY

Attachment Number	Title	Date	Number of Pages
Attachment List			
SECTION 11 - A	TTACHMENTS		
Date:			
	C		
Title: Real Estate	Contracting Officer		
Print Name: Stacio	e W. Huelsbeck		
By:			
DEPARTMENT	CS OF AMERICA OF TRANSPORTATION ATION ADMINISTRATION		
Date:			
Title:			
Print Name:			
By:			

NOTARY ACKNOWLEDGEMENT

STATE OF		
COUNTY OF	· · · · · · · · · · · · · · · · · · ·	
On this, the day	of, Tv	wo Thousand Twenty
before me,		a Notary Public in and for the
County of	, State of	, duly
commissioned and qualif	ied, personally appear	ed,
	, l	known to me to be the person
described in and whose n	name is subscribed to th	ne attached instrument, and
acknowledged to me that	he/she executed the in	strument for the purposes and
consideration therein sta	ted.	
IN WITNESS WHEREO	OF, I have hereunto set	my hand and affixed my office seal,
at my office the day and	year in this certificate f	first written above.
By:	······································	
My Commission Fynises	•	

PUBLIC AUTHORIZATION CERTIFICATE

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official: I certify that I am the of the (Name) (Title) named in the foregoing agreement; and that (Name of State, County, or Municipality) who signed said agreement on behalf of the (Name) was then of (Name of State, County, or Municipality) (Title) said ; that said agreement was duly signed for and (Name of State, County, or Municipality) on behalf of by authority of its governing body, (Name of State, County, or Municipality) and is within the scope of its powers. Signed (Insert Seal of Authority)

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board adopt an updated 5. CATEGORY: 12. Zone Schedule for Foreign Trade Zone #213, and approve Consent Agenda submission of the new Zone Schedule to the Foreign-Trade Zone Board of the U.S. Department of Commerce. 2. FUNDING SOURCE: n/a 6. ASMC MEETING DATE: 6/16/2020 3. TERM: n/a 4. WHAT ACTION ACCOMPLISHES: Adopts an updated Zone Schedule 7. BoPC MEETING DATE: 6/25/2020 setting forth rules, policies, rates, and charges for FTZ #213, in compliance with federal regulations. 8. AGENDA: 9. REQUESTOR OF INFORMATION: (ALL REQUESTS) CEREMONIAL/PUBLIC PRESENTATION NAME Brian McGonagle CONSENT **ADMINISTRATIVE** DIV. Administration 10. BACKGROUND: Under the Foreign-Trade Zones Act of 1934, the Foreign-Trade Zones Board (FTZ Board) was created and authorized to

Under the Foreign-Trade Zones Act of 1934, the Foreign-Trade Zones Board (FTZ Board) was created and authorized to establish FTZs in order to "expedite and encourage foreign commerce" in the United States. Foreign-trade zones (FTZs) are secure areas under supervision of U.S. Customs and Border Protection (CBP) that are considered outside the customs territory of the United States for purposes of duty payment. Utilizing an FTZ allows various types of savings, including deferral, reduction, or elimination of certain duties, which can encourage U.S. economic activity.

On June 17, 1996, the FTZ Board granted the Lee County Port Authority's application to establish FTZ #213. Thus, the Authority is considered the "grantee" of FTZ #213. Although the FTZ has been, for many years, only used for the handling of jet fuel for international flights, inquiries from other prospective users led staff to examine the FTZ's structure. As a result, in 2019, the Port Board approved, and staff submitted, an application to the FTZ Board to reorganize FTZ #213 from its original format (known as the "Traditional Site Framework" or "TSF") to the newer "Alternative Site Framework" ("ASF"). The ASF allows future site designations to be done via a simplified minor boundary modification process, which is generally easier and quicker than under the older TSF procedures. The ASF reduces administrative burdens on the zone's grantee and prospective users, and allows prospective FTZ users to significantly expedite their startup of zone utilization.

On December 10, 2019, the FTZ Board approved the Authority's application to reorganize under the Alternative Site Framework. In light of this reorganization, it is now advisable to update the FTZ's "Zone Schedule" which sets forth the zone's rules, policies, rates, and charges. The Zone Schedule was last amended May 6, 1999. The proposed new Zone

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R.	Fictoria B.	X/A	Brian (V).	Gregory &.	Benjamin R.
Biegel	Moreland		McGonagle	V Cagen	Obiegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED APPROVED as AMENDED DENIED OTHER 13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)
Schedule was developed with the assistance of PointTrade Services, Inc.; it reflects changes in FTZ Board's requirements for Zone Schedules that have been made since 1999 and also incorporates the new ASF terminology.
Attachments: 1. Proposed "Zone Schedule, Foreign-Trade Zone No. 213"

ZONE SCHEDULE FOREIGN-TRADE ZONE NO. 213



LEE COUNTY PORT AUTHORITY FORT MYERS, FLORIDA

EFFECTIVE: ___/___/

Foreign-Trade Zone #213

Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913

The purpose of this manual is to serve as an introduction to the Lee County Port Authority policies as related to foreign-trade zone operations and to provide a schedule for related services. The information contained herein and the schedule for services will be reviewed periodically and changes will be made in accordance with the recognized need for such changes.

As the grantee of Foreign-Trade Zone No. 213, which was authorized by the Foreign-Trade Zones Board, the Lee County Port Authority serves as the party responsible for area foreign-trade zone administration. Zone operators, operating under this authority, are responsible and liable for compliance and the integrity of operations within their zone site. As the local administrative zone entity, the Lee County Port Authority is responsible for review and approval of proposed changes in zone sites or new zone activity. Upon concurrence with proposed changes in scope of operations, the zone grantee will present such proposals to the responsible government entity.

Zone Contact Person:
Mr. Ed Moran, Director of Properties
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Phone (239) 590-4551
Fax (239) 590-4511

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1 INTRODUCTION, RULES, & POLICIES OF FTZ #213

1.1 Purpose

The purpose of this Schedule is to set forth internal rules, regulations and general administrative procedures including rates and charges of Foreign-Trade Zone # 213. While portions of this Schedule may reference material from the Foreign-Trade Zones Act (FTZ Act), the Foreign-Trade Zones Board Regulations, the U.S. Customs Regulations and, the U.S. Customs Foreign-Trade Zone Manual, this schedule is not intended to interpret or represent FTZ requirements, other than those implemented by the Lee County Port Authority as grantee.

1.2 Introduction

Foreign-Trade Zones (zones) are restricted-access sites in or adjacent to a Customs port of entry, operated under the principles of a public utility under the sponsorship of a zone grantee authorized by the Foreign-Trade Zones Board, with zone operations under the supervision of U.S. Customs and Border Protection (CBP). The objective and public policy of Zones is the creation and maintenance of employment through the encouragement of operations in the United States which, for tariff reasons, might otherwise have been conducted abroad.

Foreign and domestic merchandise may be moved into zones for operations not otherwise prohibited by law involving storage, exhibition, assembly, manufacture or other processing. The usual formal Customs entry procedure and payment of duties is not required on the foreign merchandise unless and until it enters Customs territory for domestic consumption, in which case the importer ordinarily (with FTZ Board approval and subject to the FTZ Act) has a choice of paying duties either on the original foreign material or on the finished product. Quota restrictions do not normally apply to foreign goods stored in zones, but the Board can limit or deny zone use in specific cases on public interest grounds. Domestic goods moved into a zone for export may be considered exported upon admittance to the zone for purposes of excise tax rebates and drawback. Goods in a zone for a bona fide Customs reason are exempt from state and local taxes.

1.3 Grant of Authority

Pursuant to a grant issued by the Foreign-Trade Zones Board, the Lee County Port Authority was granted the privilege to establish, operate, and maintain a Foreign-Trade Zone within the adjacency of the Fort Myers CBP Port of Entry under the provisions of the Foreign-Trade Zones

Zone Schedule Foreign-Trade Zone No. 213 Lee County Port Authority Act (19 U.S.C. 81a - 8lu). FTZ #213 reorganized under the Alternative Site Framework (ASF) which allows for greater flexibility and responsiveness to serve single-operator/user locations within the ASF service area. The ASF service area for FTZ #213 includes Lee, Charlotte, and Collier counties in their entirety. Locations outside of the ASF service area, but within the adjacency of the Fort Meyers Port of Entry, may be served via the Traditional Site Framework (TSF).

1.4 Administration of Zone Project

The Lee County Port Authority's role as grantee shall be limited to general oversight responsibility to ensure that the reasonable needs of the business community are served by Foreign-Trade Zone #213. Operation of zone sites shall be delegated to the operator(s) who will assume responsibility for compliance with all regulations of CBP, the Foreign-Trade Zones Board and other relevant government agencies. Inquiries regarding the administration of FTZ #213 may be referred to:

Foreign-Trade Zone #213 Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913

1.5 Grantee Zone Schedules

A foreign-trade zone shall be operated, maintained, and administered by the grantee under, among other regulations, the regulations fixed by the grantee and reviewed by the Foreign-Trade Zones Board. The zone rules and regulations, usually referred to as the zone schedule, shall be posted on the FTZ Board website. The zone schedule shall contain a section listing rates and charges for zones and subzones with information sufficient for the Board or the Executive Secretary to determine whether the rates or charges are reasonable based on other operations in the port of entry area, and whether there is uniform treatment under like circumstances among zone users.

1.6 Application of Foreign-Trade Zone No. 213 Tariff

The rules, regulations, and rates and charges of the zone schedule shall apply to Foreign-Trade Zone No. 213, its subzones and annexes unless otherwise provided for. Users are subject to specific rules, rates, and charges of zone site operators. All rates and charges for services or privileges within the zone shall be fair and reasonable, and the operator shall afford to all who may apply for use of the zone and its facilities and appurtenances uniform treatment under like

Zone Schedule Foreign-Trade Zone No. 213 Lee County Port Authority conditions, subject to such treaties or commercial conventions as are now in force or may thereafter be made from time to time by the United States government with foreign governments.

1.7 Grantee, Operator, and User Duties

The Foreign-Trade Zones Board does not own or operate any zones. Rather, it provides grants to applicants to establish, operate, and maintain zones. The Lee County Port Authority, as grantee, shall execute a contract with another party or parties for the operational management of the zone sites. Various tenants may lease space and construct buildings in the zone and physically run their operations in the buildings, while others may pay the zone operator a fee for handling their merchandise and performing related services.

a) Grantee

A grantee is a public or private corporation to which the privilege of establishing, operating, or maintaining a foreign-trade zone has been given. The Lee County Port Authority's role as grantee shall be limited to its general oversight responsibility to ensure that the reasonable needs of the business community are served by Foreign-Trade Zone #213.

b) Operator

An operator is a corporation, partnership, or person that operates a zone site or subzone under the terms of an agreement with the zone grantee. The Lee County Port Authority, as grantee, delegates the responsibility for operation of zone sites to the operator(s) who will assume responsibility for compliance with all regulations of CBP, the Foreign-Trade Zones Board and other relevant government agencies.

c) Zone User

A zone user is a corporation, partnership, or person that uses a zone or subzone for storage, handling, processing, or manufacturing merchandise in zone status, under an agreement with an operator. Usually, the zone user is the party which requests a Customs permit to admit, process, or remove zone status merchandise. In subzones, the operator and user are usually the same party. A fee is normally assessed by the Grantee to Subzone and Magnet Zone Site operators to cover administrative cost related to zone operations. Magnet Zone Site users pay the operator for services such as rent on facilities, administrative, handling and

similar services. They may be permitted by the grantee to construct their own buildings or structures in which they conduct their own business.

1.8 All Persons Entering Zone Bound by Regulations

All persons entering a zone for any reason whatsoever shall be bound by the regulations of the Board, CBP, the grantee and operator of the Zone.

1.9 Operation of FTZ #213 as a Public Utility

FTZ #213 shall be operated pursuant to 15 CFR 400.43, which states: "Pursuant to Section 14 of the FTZ Act (19 U.S.C. 81n), a grantee shall afford to all who may apply to make use of or participate in the zone uniform treatment under like conditions. Treatment of zone participants within a zone (including application of rates and charges) shall not vary depending on whether a zone participant has procured any zone related product or service or engaged a particular supplier to provide any such product or service."

2 RATES/CHARGES ASSESSED FOR FTZ #213

2.1 Foreign-Trade Zones Board Application Fees

Per 15 CFR Part 400.29, the FTZ Board charges fees for certain types of application requests.

TYPE OF APPLICATION	AMOUNT
Additional magnet zones (Sec. 400.21; Sec. 400.11(a)(2))	\$3,200.00
Special-purpose (non-ASF) subzones (Sec. 400.25): Not involving production activity	\$4,000.00
or involving production activity with fewer than three products	
Special-purpose (non-ASF) subzones (Sec. 400.25): Production activity with three or	\$6,500.00
more products \$6,500	
Expansions (Sec. 400.24(b))	\$1,600.00

2.2 Grantee Administration Fees

The following administrative fees are payable to Lee County Port Authority as Grantee of FTZ #213.

TYPE OF APPLICATION	AMOUNT
Major Modification to a Zone Project (Magnet Site Expansion or New Magnet Site)	\$4,000.00
Minor Boundary Modification (ASF Usage-Driven Site or ASF Subzone Sites)	\$2,000.00
Special Purpose Subzones (outside of the ASF Service Area)	\$8,000.00

2.3 Annual Fee Per Zone Site*

The following fees will be due annually to Lee County Port Authority as Grantee of FTZ #213.

TYPE OF SITE	AMOUNT
Magnet Site (On Airport)	\$1,000.00
Magnet Site (Off Airport)	\$1,000.00
ASF Usage-Driven Site or ASF Subzone	\$5,000.00
Special Purpose Subzone (outside of the ASF Service Area)	\$5,000.00

*In addition to the foregoing rates there is a charge of \$.01 per square foot of activated area, and, for jet fuel admitted into the Zone in privileged or nonprivileged foreign status, a fee calculated at the rate of: (a) zero for the first 3,000,000 gallons received annually; \$0.0025 per gallon for the next 3,000,000 gallons received annually; and (c) \$0.005 per gallon in excess of 6,000,000 gallons received annually.

Zone Schedule Foreign-Trade Zone No. 213 Lee County Port Authority

3 GLOSSARY OF FTZ TERMS

Act – The Foreign-Trade Zones Act of June 18, 1934 (48 Stat. 998 1003; 19 USC. 81a 81u), as amended by Public Law 566, 81st Congress, approved June 17, 1950 and all lawful amendments.

Activation – Approval by the grantee and the U.S. Customs and Border Protection Port Director permitting operations to begin which allow the admission and handling of merchandise in zone status.

Admission To Zone – The physical arrival of goods into a zone in a specified zone status with the appropriate approvals of the zone grantee and the U.S. Customs and Border Protection. The term "admission" is used instead of "entry" to avoid confusion with Customs entry processes under Parts 141-144 of the Customs Regulations.

Alteration – A change in the boundaries of an activated zone or subzone; activation of a separate site of an already activated zone or subzone with the same operator at the same port; or the relocation of an already activated site with the same operator.

Alternative Site Framework (ASF) – The "framework" to manage FTZ sites that gives much greater flexibility to use simple minor boundary modifications (instead of more complicated and time-consuming procedures) to bring FTZ designation to locations where a company is ready to pursue using FTZ procedures. Lee County Port Authority maintains and operates FTZ No. 213 under the ASF.

Annual Report – The Board shall submit an annual report to Congress. Grantee shall submit a complete and accurate annual report to the Board within 90 days after the end of the reporting period. Each zone operator of an activated site or subzone shall post to OFIS a complete and accurate annual report by February 15 of each year covering activity from the previous year. Each nonactivated site or subzone partner shall submit a complete and accurate annual report, which is due in the form of a status letter to the Grantee Administrator by February 15 each year covering activity for the previous calendar year. Zone Operators failing to submit timely reports may incur a fine of \$1,000 per day.

Board – The Foreign-Trade Zones Board (FTZB) was created by the Act to carry out provisions thereof. The Board consists of the Secretary of Commerce, who is the chairman and executive officer, and the Secretary of the Treasury, or their designated alternates. The Foreign-Trade Zones Board Staff is responsible for administering the FTZ program on behalf of the FTZB. The Executive Secretary of the FTZB Staff represents the Board in administrative, regulatory, operational, and public affairs matters. The Executive Secretary serves as the director of the staff which is situated in the U.S. Department of Commerce within the Import Administration.

Zone Schedule Foreign-Trade Zone No. 213 Lee County Port Authority *Customs* (*CBP*) – U.S. Customs and Border Protection.

Customs Form 214 – Application and permit to admit merchandise into a Foreign-Trade Zone, permit to transfer merchandise through the Customs territory to Zone and Customs officer's return thereon, and Customs report of merchandise received at Zone.

Customs Form 216 – Application and permit for the manipulation, manufacture, exhibition or destruction of merchandise within a Foreign-Trade Zone and Customs officer's return.

Customs Territory – The territory of the U.S. in which the general tariff laws of the U.S. apply. "Customs territory of the United States" includes only the States, the District of Columbia, and Puerto Rico.

Domestic Status Merchandise (D) – Merchandise that has been (i) grown, produced or manufactured in the U.S. and not exported therefrom, (ii) previously entered into the commerce of the United States as duty and tax free, or (iii) previously imported into Customs territory and properly released from Customs custody. This means imported merchandise on which all necessary duties and taxes, if applicable, have been paid, and upon which no drawback has been claimed, is considered domestic merchandise when admitted to a Foreign-Trade Zone. No application or permit is required for the manipulation, manufacture, exhibition, destruction, or transfer to Customs territory of domestic status merchandise (including packing and repair materials) except when it is mixed or combined with merchandise in another zone status or upon order of the Commissioner of Customs. All domestic status merchandise in a zone must be accounted for under the procedures of 19 CFR Part 146 Subpart B.

Exhibition – Upon application pursuant to section 19 CFR 146.52 and approval by the port director of Customs, the showing of merchandise in the zone is permitted. This application and approval may be submitted and obtained on a case by case basis or blanket basis.

Foreign Status Merchandise – Imported merchandise, which has not been released from Customs custody into the Customs territory of the United States. This means imported merchandise upon which duty and taxes, if applicable, have not been collected.

Foreign-Trade Zone Forms – Forms used in the transaction of Foreign-Trade Zone business are designated by the U.S. Customs & Border Protection. As such, these forms may be completed by the Zone Tenant (person of record), its duly assigned Customs Broker, or the Zone Operator. The Foreign-Trade Zone forms utilized by FTZ #213 are as follows:

Customs Form 214 Application for Foreign-Trade Zone Admission and/or Status Designation (electronic submission of the CBPF 214 data is referred to as an eCBPF 214 or e214)

Customs Form 216 Application for Foreign-Trade Zone Activity Permit

Fungible Merchandise – Merchandise that for commercial purposes is identical and interchangeable in all situations. In an FTZ, fungible merchandise may be identified by an inventory method authorized by Customs, which is consistently applied, such as FirstInFirstOut (FIFO) and using a unique identifier.

Magnet Zone – A multiuse zone designed for use by multiple tenants engaged in multiple activities that may include storage, distribution, testing, repackaging and repair. Manufacturing may take place in a magnet zone with prior permission by the Foreign-Trade Zones Board.

Grantee – A Grantee is a public or private corporation to which the privilege of establishing, operating, or maintaining a Foreign-Trade Zone has been given. The privileges of establishing, operating, and maintaining Foreign-Trade Zone No. 213 have been granted to Lee County Port Authority.

Imports – Foreign merchandise of every description (except articles specifically and absolutely prohibited by statute) entered into the Customs territory to become a part of the domestic supply for the purpose of domestic commerce or consumption, and particularly that which is entered into the Customs territory through the zone. A distinction is made between such imports into the commerce of the United States and foreign merchandise which, under the laws and regulations of various other Federal agencies having jurisdiction within the zones, is said to be "imported" into Foreign-Trade Zones, Customs bonded warehouses, or Customs custody. This latter merchandise, in relation to operations of the zones, is considered to be foreign merchandise until its entry into the Commerce of the United States.

In-bond – A Customs program that provides for transporting cargo (other than explosives and merchandise, the importation of which is prohibited) via bonded carrier from one port to another under a Customs bond.

Imported merchandise, including that imported in mail shipments, being transported to and from Foreign-Trade zones through the Customs territory must be transported in bond under the provisions of 19 CFR Parts 18, 112, and 125. (19 CFR 146.11 and 144.37(g)). Domestic goods transported to a zone or goods removed from a zone comprised wholly of domestic status products need not be transported in bond.

Inventory Control System – A system of inventory control, manual or automated, based on records maintained by a Zone Operator or tenant rather than by the U.S. Customs & Border Protection. An operator shall maintain the inventory control and recordkeeping system of the zone in accordance with the provisions of 19 CFR Part 146. An operator shall maintain either

manual or automated inventory control and recordkeeping systems or a combination of manual and automated systems.

Magnet Site – Type of ASF site intended to attract multiple potential FTZ operators/users. Magnet sites are subject to a default sunset period of 5 years, where designation self-removes if there is no zone activity at the site before the sunset date.

Manipulation – As defined in Section 562 of the Tariff Act, processing wherein merchandise is packed, unpacked, repacked, cleaned, sorted, graded or otherwise changed in condition. The precise distinction between manipulation and manufacturing is subject to interpretation and enjoys a long history of case law.

Manufacturing – See Production.

Non-Privileged Foreign Status Merchandise (NPF) – Foreign merchandise subject to tariff classification according to its character, condition and quantity as constructively transferred to Customs territory at the time the entry or entry summary is filed with U.S. Customs & Border Protection. In other words, a status of merchandise for tariff purposes that provides for classification and appraisement in accordance with the condition of merchandise when constructively transferred to the Customs territory of the United States. In a zone, NPF merchandise may be changed to Privileged Foreign (PF) before any processing has occurred, at the option of the zone user and with approval by Customs. Waste recovered from any manipulation or manufacture of PF or NPF merchandise in a zone has NPF status. NPF status is usually selected when the duty rate of the finished product is lower than the duty rate of the imported foreign components in a manufacturing environment. Domestic merchandise in a zone which by reason of noncompliance with the Customs Regulations has lost its identity as domestic status merchandise will be treated as nonprivileged foreign merchandise.

OFIS – The Online FTZ Information System. This is the FTZ Board's online system that will provide information on each zone in one location and also allow for the online submission of annual reports. Grantees submit the annual reports via the OFIS.

Open or Yard Storage – The keeping of merchandise not requiring weather protection on open space within the fenced area of the Foreign-Trade Zone.

Operating Agreement – An agreement executed between the Grantee and an operator of either a subzone or a magnet zone site. Prior to activation of the site, the operating agreement will be executed. The operating agreement spells out the timeline for payment of annual fees and submission of report via OFIS for activated operators. Activation cannot occur without an executed agreement.

Owner – The owner of the merchandise, which is being admitted to, stored in, transferred from or otherwise availing itself of the benefits of the Zone.

Port Director - The Port Director of U.S. Customs & Border Protection Fort Meyers, FL.

Privileged Foreign Merchandise (PF) – Foreign Merchandise subject to tariff classification according to its character, condition and quantity at the rate of duty and tax in force on the date of filing the CBPF 214. In other words, a status that, upon proper application and approval anytime preceding manufacture or manipulation within a zone, is granted to an imported input, allowing the zone user the privilege of treating the input, for tariff purposes, as remaining in its original condition at the time of admission to the zone. Once established, Privileged Foreign Status cannot be changed except in the case of recoverable waste (see 19 CFR § 146.42). If merchandise has already been admitted into the zone in Non-Privileged Foreign Status, Privileged Foreign Status may be obtained by filing a CBPF 214. Application for this status, however, must be filed prior to manipulation or manufacture.

Admitted merchandise subject to AD/CVD (antidumping or countervailing duties) must be placed in PF status. Merchandise in PF status or composed in part of PF status may not be entered for warehousing from a zone and cannot be placed on a TIB upon removal from the zone. Classification of merchandise subject to a tariff rate import quota will be made only at the higher non-quota duty rate in effect on the date PF status was granted. Mandatory PF status may be imposed by the FTZ Board as a form to grant restriction to prevent the inverted tariff benefit.

Processing – See Production.

Production – Activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use, or activity involving a change in the condition of the article which results in a change in the customs classification of the article or in its eligibility for entry for consumption.

Production as defined by the Foreign-Trade Zones Board, combines manufacturing and processing activity. The Foreign-Trade Zones Board requires that specific prior authorization be obtained for production activity in the activated zone.

Manufacturing means activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use. U.S. Customs & Border Protection determines what constitutes manufacturing on a case by case basis, distinguishing it from other operations such as manipulation, processing, production, and blending.

Processing means any activity involving a change in condition of merchandise, other than manufacturing, which results in a change in the Customs classification of an article or in its eligibility for entry for consumption.

Quantity – The numerical count of the units composing a shipment of a commodity except bulk commodities which must be measured by weight, size or gallonage.

Re exports or Reshipments – Merchandise from one foreign country initially destined to the United States which, after being unladen, stored and/or manipulated or manufactured in this country, is transported under a new bill of lading or other new documentation to another foreign country. The term is particularly applied to re-exports or reshipments through a Foreign-Trade Zone.

It includes privileged, non-privileged, or zone restricted foreign merchandise which: (1) is in the same condition as when transported into the United States, or (2) has been manipulated without any change in its form or nature, or (3) has been manipulated or processed in such manner as to change its form, whether or not mixed with domestic merchandise, provided the domestic merchandise is not a component part or substantial ingredient thereof. Generally, it includes all merchandise of foreign origin, which has not been so manipulated or manufactured as to be deemed a product of the United States, and which has not been released from Customs custody into the Customs territory.

Secretary – The term "Secretary" refers to the Secretary of Commerce.

Service Area – The geographic area (such as specific counties) where FTZ No. 213 is able to propose future FTZ usage driven sites or ASF subzone sites. Sites located outside the service area may be served as subzones. The FTZ 213 ASF service area includes Lee, Charlotte, and Collier Counties (in their entirety).

Storage – Keeping of merchandise in or upon the premises within the Foreign-Trade zone. Covered storage is within a covered and enclosed structure affording weather protection. The term "storage", without other designation, ordinarily implies covered storage.

Subzone – A special purpose zone established as part of a zone project for a limited purpose that cannot be accommodated within an existing zone. The term "zone" also applies to a Subzone, unless specified otherwise.

Sunset Limits – FTZ designation self-removes if there is no FTZ activity at the site before the sunset date. For Magnet sites, the default sunset period is 5 years. Usage Driven sites have a 3 year sunset period. FTZ activity at a site during the sunset period resets the sunset date for an additional 5 years (Magnet) or additional 3 years (Usage Driven).

Zone Schedule Foreign-Trade Zone No. 213 Lee County Port Authority **Transfer** – To take merchandise with zone status from a zone for consumption, transportation, exportation, warehousing, cartage or lighterage, vessel supplies and equipment, admission to another zone, and like purposes.

Unique Identifier Number (UIN) – The numbers, letters, or combination of numbers and letters that identify merchandise admitted to a zone with zone status.

Unit of Quantity – The customary groupings of a commodity as a unit to indicate the medium or method of measure. The unit of quantity in zone records will be consistent with those annotated in the Harmonized Tariff Schedule of the United States.

United States – The several States, District of Columbia and Puerto Rico. The term "United States" includes all territories and possessions of the United States, except the Virgin Islands, American Samoa, Wake Island, Midway Islands, Kingman Reef, Johnston Island, and the island of Guam.

Usage-Driven Site – Sites designated to meet a specific operator/user's present need for FTZ designation (rather than to attract potential future operators/users). A Usage-Driven site is tied to the specific operator/user for which it was designated and could not be used by any other entity. However, a site vacated by one operator/user could easily be designated as a Usage-Driven site for another operator/user through an additional simple minor boundary modification (MBM) action.

User – a party using a zone under agreement with the Zone Grantee or Administrator. The Zone User is the party that receives the benefits associated with zone activity. A Zone User can also be the Zone Operator.

User Agreement – An agreement executed between the Grantee/Operator, a subzone user, or user of magnet zone space that is not owned or leased by the Grantee/Operator, but rather a firm under contract to be the Grantee/Operator. Prior to activation of the site, the user agreement will be executed and will outline the amount of annual fees, which the subzone or magnet zone user will pay to the Grantee/Operator. Activation cannot occur without an executed agreement.

Warehouse – A covered and enclosed structure, affording weather protection, used primarily for short or long term storage of merchandise, and often containing business offices. In a Foreign-Trade Zone it also is used for manipulation, manufacture, and exhibition of merchandise.

Weight – The gross weight of the merchandise including container, except as noted to the contrary.

Zone – The term "Zone" refers to a Foreign-Trade Zone and/or Foreign-Trade Zone No. 213.

Zone Schedule Foreign-Trade Zone No. 213 Lee County Port Authority **Zone Control Number or Admission Number** – a unique and sequential number assigned for numbering shipments admitted to a zone under Section 146.32(a) of the Customs Regulations; a sequentially numbered system for each CBPF 214, which serves as the unique identifier for each admission of merchandise at the FTZ.

Zone Fees – Zone fees are charged to help offset the Grantee's costs to administer the zone project, facilitate compliance with FTZ requirements, provide marketing and educational seminars, etc. Zone fees apply to all sites and subzones, activated or not, unless terminated, expired, suspended or lapsed. Fees include onetime fees for application and activation services, modifications, and production authority. Annual fees apply to activated and nonactivated sites and subzones.

Zone Lot – A collection of merchandise maintained under an inventory control method based on specific identification of merchandise admitted to the Zone by lot.

Zone Operator – An Operator is a corporation, partnership, or person that operates a zone under the terms of an agreement with the grantee. With permission from Lee County Port Authority and U.S. Customs & Border Protection, companies may act as their own Operator of their own facilities within FTZ No. 213

Zone Project – the Zone plan, including all of the Zone and Subzone sites that the Board authorizes a single Grantee to establish.

Zone Restricted Merchandise (ZR) – Merchandise taken into a zone for the sole purpose of exportation, destruction (except destruction of distilled spirits, wines, and fermented malt liquors), or storage may be given zone restricted status on proper application. ZR status can be requested at any time that the merchandise is located in the zone but cannot be abandoned once granted. Merchandise in zone restricted status may not be removed to Customs territory for domestic consumption except where the FTZ Board determines the return to be in the public interest.

Merchandise may be considered exported, for Customs or other purposes (i.e., for drawback purposes or to close out a TIB), upon its admission to a zone in zone restricted status. Nontax paid alcoholic beverages and tobacco products can be admitted to a zone only in ZR status. Merchandise entered into a bonded warehouse for storage and transferred to a zone (other than temporarily for manipulation and returned to Customs territory as provided for in § 146.33) will have ZR status when admitted into the zone. Merchandise that has been placed in a bonded warehouse for a purpose other than entry for warehouse (such as general order or under seizure) may be admitted to a zone in any eligible status.

Zone Schedule – The most current version of this document prepared by the Grantee and submitted to the Board, setting forth the internal rules and regulations of the Zone, and the applicable fee schedules within the Zone, including all Attachments and Appendices.

Zone Site – the physical location of a zone or Subzone.

Zone Status – The legal status of merchandise, which has been admitted to a Foreign-Trade Zone, thereby becoming subject to the provisions of the FTZ Act. Four types of zone status are established under the FTZ Act, which determines how the merchandise will be handled in the zone and treated upon its transfer to the Customs territory. (Privileged Foreign, Nonprivileged Foreign, Domestic and Zone Restricted Status Merchandise.)

Zone Year – The Zone Year for FTZ Board Annual Report purposes is January 1 through December 31.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. REQUESTED MOTION/PURPOSE: Request Board approve a First Amendment and Extension to Service Provider Agreement for Landscaping Services at Page Field with P&T Lawn & Tractor Service, Inc., for a continued annual amount of \$159,504 plus extra services as authorized, extending the initial term of the contract for two (2) years as provided for in the original Agreement.
- 2. <u>FUNDING SOURCE</u>: Account UH5120041203.503490, Other Contracted Services,
- 3. TERM: June 24, 2020 to June 23, 2022
- 4. WHAT ACTION ACCOMPLISHES: Extends the Service Provider Agreement with P&T Lawn & Tractor Service, Inc., for Landscaping Services at Page Field for two (2) additional years, as provided for in the original agreement.

- 5. <u>CATEGORY</u>: 13. Consent Agenda
- 6. <u>ASMC MEETING DATE</u>: 6/16/2020
- 7. **BoPC MEETING DATE**: 6/25/2020

8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT	9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME Gary Duncan				
ADMINISTRATIVE	DIV. Aviation				

10. BACKGROUND:

On May 3, 2018, the Board awarded RFB18-16, Landscaping Services at Page Field, to P&T Lawn & Tractor Service, Inc., to provide comprehensive landscape services to certain areas at Page Field, to include the airport perimeter, Base Operations, and Page Field North office complex. The contract provides for mowing, tree trimming, pruning of plants, mulching, and pesticides and fertilizer application. Additionally, the contract provides time and material pricing for irrigation repairs, plant replacements, and soil amendments, as necessary, with prior approval of the Authority. The fixed monthly rate for services provided is \$13,292 or \$159,504 annually, not including any additional services that may be provided as allowed for in the agreement.

This First Amendment and Extension to the Service Provider Agreement for Landscaping Services at Page Field authorizes an extension of the initial term of this Agreement by exercising the first two (2) year extension option, as provided by the original Agreement. The First Amendment allows for continued comprehensive landscape services at Page Field.

Attachments:

1. Original Service Provider Agreement

11. RECOMMENDED APPROVAL

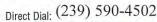
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Gary St. Duncan	Wictoria B. Moreland	K/ <u>A</u>	Brian (W. McGonagle	Gregory OS. Hagen	Benjamin R. Obiegel

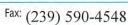
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED APPROVED as AMENDED DENIED OTHER 13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued) 2. First Amendment to Service Provider Agreement		
First Amendment to Service Provider Agreement	t	





LEE COUNTY PORT AUTHORITY

JEFF MULDER, A.A.E.

EXECUTIVE DIRECTOR

May 10, 2018

RICHARD WM. WESCH

PORT AUTHORITY ATTORNEY

Ms. Teena Zielinski, President P&T Lawn and Tractor Service, Inc.

15980 Old Olga Road

Alva, FL 33920

BOARD OF PORT COMMISSIONERS

Subject: Service Provider Agreement

BRIAN HAMMAN

Dear Ms. Zielinski:

LARRY KIKER

FRANK MANN

On May 3, 2018, the Lee County Board of Port Commissioners approved a Service Provider Agreement between P&T Lawn & Tractor Service, Inc. and the Lee County Port Authority.

JOHN E. MANNING

Enclosed, please find one fully executed original for your records. Should you have any questions, do not hesitate to call.

CECIL L PENDERGRASS

Sincerely,

LEE COUNTY PORT AUTHORITY

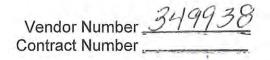
Victoria B. Moreland

Communications and Marketing Department Director

VBM/daa Enclosure

Delivery by FedEx

cc: Gregory Hagen, Chief Assistant Port Attorney Gary Duncan, Aviation Scott Sheets, Page Field



LEE COUNTY PORT AUTHORITY SERVICE PROVIDER AGREEMENT LANDSCAPING SERVICES FOR THE LEE COUNTY PORT AUTHORITY AT PAGE FIELD

RFB 18-16

THIS SERVICE PROVIDER AGREEMENT is entered this <u>03</u> day of <u>May</u>, 2018, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and P&T Lawn & Tractor Service, Inc., a Florida corporation, ("PROVIDER"), at 15980 Old Olga Road, Alva, FL 33920, Federal Identification Number 65-0249564.

WITNESSETH

WHEREAS, the Authority desires to obtain landscaping services from Provider as described below for the Page Field General Aviation Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

WHEREAS, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statues and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services as requested and as required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that Authority has relied on Provider's representations and information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on or about June 24, 2018, as directed by the Authority in writing, and continues for two (2) years. The Authority will have the option to renew this Agreement for two two-year extensions, on the same terms and conditions as the initial term, by providing advance written notice of its intent to exercise either option at least thirty (30) days prior to expiration of the then current term.

5.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of

authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

8.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

9.2 METHOD OF PAYMENT

(a) <u>LUMP SUM</u> - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum as specified in Exhibit "B".

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses

and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

- (b) MONTHLY STATEMENTS The Provider will be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.
- (c) PAYMENT SCHEDULE The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

11.0 AUTHORITY'S REPRESENTATIVE

The Page Field Maintenance Director shall administer this Agreement for Authority.

12.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) <u>Airport Security Plans</u> - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

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

- (2) <u>Building Plans</u> Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
- (3) Airport Security Systems Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

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

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

13.0 AIRPORT SECURITY REQUIREMENTS

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

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

14.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

15.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

16.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

17.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to Authority, on a timely basis, if required by Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. These Certificates and policies shall contain provisions that advance written notice by registered or certified mail shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of Provider shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to this Project and shall include a waiver of subrogation in favor of Authority.

The acceptance by Authority of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

17.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 17.2.1 through 17.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

17.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

17.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

Commercial General Liability \$1,000,000
Products Liability \$2,000,000
General Aggregate \$2,000,000

In addition, any work assigned and performed airside will require General Liability Coverage of \$5,000,000.

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide

that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

17.2.2. <u>Automobile Liability Insurance</u> shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability \$1,000,000 Combined Single Limit

17.2.3. <u>Worker's Compensation and Employers Liability Insurance</u> shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Employer's Liability \$1,000,000 Each Accident/\$1,000,000 Policy Limit Worker's Compensation Florida Statutory Requirements

The insurance company shall waive its Rights of Subrogation against Authority.

- 17.2.4. <u>Certificates of Insurance</u> Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and certified, true copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.
- 17.2.5. Failure to Maintain Insurance Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for the coverages purchased. Authority will be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

18.0 PERFORMANCE GUARANTY

Upon execution of this Agreement, Provider will deliver to the Authority a performance bond, letter of credit or cashier's check in an amount equal to one hundred percent (100%) of the total amount of Provider's bid to guarantee Provider's full performance of the terms and conditions of this Agreement during the entire term of this Agreement. If a performance bond is used, the bond shall be issued by a surety company authorized and licensed to transact business in the State of Florida, shall be for the amount

stated above, with the Authority as obligee, and shall not be subject to reduction in coverage or cancellation except after the expiration of a thirty (30) days written notice by certified mail, return receipt requested, to the Authority. The surety on the performance bond shall, by appropriate notation thereon, stipulate and agree that no change, extension of time, alteration or addition to the terms of this Agreement, shall in any way affect its obligations under the bond, and shall consent to waive notice of any such matters.

A performance bond may be renewable annually, for both the initial term and any renewal terms, provided that neither non-renewal nor cancellation by the surety, nor failure, nor inability of the Provider to file a replacement bond shall constitute a loss or claim recoverable under this bond.

19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

20.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided,

however, such activity shall be conducted only during normal business hours of the Provider.

21.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

22.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

23.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

24.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

25.0 COVENANTS AGAINST DISCRIMINATION

- 25.1 <u>DBE POLICY</u>. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.
- 25.2 <u>PROMPT PAYMENT REQUIREMENTS</u>. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

25.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 25.1 through 25.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

26.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once

enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 26.1. All persons employed by Provider during the term of this Agreement
- 26.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

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

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

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

27.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

28.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

29.0 NOTICES AND ADDRESS

29.1 <u>NOTICES BY PROVIDER TO AUTHORITY</u> - All notices required and/or made pursuant to this Agreement to be given to the Provider to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913 Attention: Airport Executive Director 29.2 <u>NOTICES BY AUTHORITY TO PROVIDER</u> - All notices required and/or made pursuant to this Agreement to be given by the Authority to the Provider shall be made in writing and shall be given by the United States Postal Service, to the following Provider's address of record:

P&T Lawn & Tractor Service, Inc. 15980 Old Olga Road Alva, FL 33920 Attention: Teena Zielinski

29.3 <u>CHANGE OF ADDRESS</u> - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

30.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

31.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

32.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other that a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

33.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

34.0 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

Signed, Sealed and Delivered in the presence of:	P&T Lawn and Tractor Service, Inc.
Patty Hand	Deena Zet
Withess	Authorized Signature for Provider
Lama Peror	By: Teena Zielinski
Witness	Printed Name
SEAL SEAL	<u>President</u>
	Title
SEAL	
ATTEST: LINDA DOGGETTO FIOR	Authority:
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EXHIBIT "A"

SCOPE OF SERVICES

Provider will be required to maintain, at the highest level, all landscaping associated with the following areas on Airport property:

Area 1 - Page Field North and Fuel Farm: This area consists of varying native and non-native species and begins past the entrance to the Lee County EMS facility on North Airport Road and encompasses all landscaping at 4700 Terminal Drive and associated entrance and exit roads. The area also includes up to approximately 65 feet of North Airport Road frontage extending to Gate 3 at the end of North Airport Road. Also included is all landscaping associated with the fuel farm at 2640 North Airport Road. Landside and airside work is included in this area. Area 1 consists of approximately 10.6 acres. Irrigation for Area 1 consists of one Hunter ICC 800 controller with fifteen (15) irrigation zones using spray heads.

<u>Area 2 - East Perimeter Road</u>: This area consists of hedge and grass berm approximately 900 feet long and includes 357 green buttonwood in a mulched bed. This area includes airside work. Area 2 consists of approximately 1.0 acres. Irrigation in Area 2 consists of one (1) Hunter Pro-C controller with two (2) zones using driplines.

<u>Area 3 - Danley Drive</u>: This area begins just west of the Ten Mile Canal and extends westbound along Danley Drive to just east of 207 Danley Drive. Area 3 consists of native and non-native species-primarily cocoa plum and firebush hedges and cabbage palms, as well as landscaping beds at 605 Danley Drive. Landside and airside work is included in this area. Area 3 consists of approximately 4.2 acres. Irrigation for Area 3 consists of two (2) Hunter Node controllers with two (2) zones using sprayheads.

Area 4 - South Road: This area begins at the observation area just west of 207 Danley Drive and extends along South Road to the US 41 intersection. Portions of this area include landscaped beds and grass on both sides of the road. Plants and trees in this area include a variety of primarily native species. Landside work only is included in this area. Area 4 consists of approximately 2.0 acres. Irrigation in this area consists of one (1) Hunter Pro-C controller with twelve (12) zones, of these ten (10) use dripline and two (2) use bubblers.

<u>Area 5 - Perimeter Fence-line</u>: Maintain entire exterior perimeter fence-line through a combination of string trimming and herbicide application. For fence-lines not included in the above referenced areas 1-4 above, Provider will be required to mow a minimum of 10 feet out from fence-line.

This area includes Page Field's general aviation terminal and related facilities and is considered the "front door" to Page Field. As such, maintenance of this area is expected to be maintained at the highest level to replicate standards one would expect at a high end country club, resort, or community. Irrigation in this area consists of one (1) Rain Bird ESP-LXD two-wire controllers with six (6)pop-up spray head zones, nineteen (19) dripline zones and nine (9) bubbler zones.

Area 6 - Base Operations Terminal Area: This area consists of approximately 700 trees and 7,400 shrubs of varying native and non-native species, and extends from an area just north of the Runway 5 blast fence along US 41, continuing along Fowler to North Airport Road. Landside and airside work is included in this area. Area 6 consists of approximately 9.7 acres. Irrigation in this area consists of one (1) Rain Bird ESP-LXD controller with 36 zones. Six (6)popup spray head zones, nineteen(9) dripline zones, and nine 9)bubbler zones. Irrigation runs from the corner of 41 to North Airport Rd.

Scope of work for all areas generally includes the following: mowing, edging, string trimming, weed prevention and removal, pest and disease eradication, pruning and trimming of plants, trees, and grasses, fertilization, mulching, irrigation maintenance and repair, replacement of annual plantings, and general clean-up.

SPECIFICATIONS FOR AREAS 1 THROUGH 5:

Mowing

Bahia is to be mowed weekly April through October and every other week November through March. Any trash or debris shall be picked up before mowing to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3½) to four (4) inches and uniform with no scalping. Edge as needed. All edged area must be left free of grass and debris.

String Trimming

String trim each visit all areas inaccessible by mower, including fence-line.

Clean-up

Clear all grass clippings resulting from mowing, edging, and string trimming from all paved area and sidewalks.

Pruning

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

Palm Frond Removal

All brown or hanging palm fronds up to a height of 14 feet shall be removed each visit. Once per year prune all palms regardless of height, removing old boots and trimming to "9 o'clock and 3 o'clock." No "hurricane cuts."

Weed Control

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

Fertilization

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

Pest/Disease Prevention and Eradication

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

Note: Provider may provide certain specialized services under this Agreement to include insect control, weed control, and fertilization through the use of a properly certified and licensed sub-contractor. Each sub-contractor must be approved by the Authority prior to providing such services.

Mulch

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

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. Provider supplied fresh mulch shall be applied twice annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager. Provider shall provide a second application of mulch to Area 1 in the Month of March.

SPECIFICATIONS FOR AREA 6:

Mowing

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

Bahia is to be mowed weekly April through October and every other week November through March. Any trash or debris shall be picked up prior to mowing to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3½) to four (4) inches and uniform with no scalping. Edge as needed. All edged area must be left free of grass and debris.

String Trimming

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

Clean-up

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

Pruning

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

Palm Frond Removal

All brown or hanging palm fronds up to a height of 14 feet shall be removed each visit. Once per year prune all palms regardless of height, removing old boots and trimming to "9 o'clock and 3 o'clock." No "hurricane cuts."

Weed Control

Beds are to be maintained weed free. Weeding shall be performed by hand pulling or application of appropriate chemicals as needed. All weeds inside or touching plant material will need to be hand pulled and not sprayed. Grasses, plants, shrubs, and trees

that are lost due to chemical overspray shall be replaced by Provider at no cost to the Authority.

Lake Perimeters

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

Fertilization

Application shall be overseen by certified BMP lawn care professional. Grasses, plants, shrubs, and trees that are lost due to insufficient fertilization shall be replaced by Provider at no cost to the Authority.

Pest/Disease Prevention and Eradication

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

Note: Provider may provide certain specialized services under this contract to include insect control, weed control, and fertilization through the use of a properly certified and licensed sub-contractor. Each sub-contractor must be approved by the Authority prior to providing such services. Recommended fertilization, pest control, and maintenance schedules are attached to the Request for Bids.

Mulch

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

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

All other provisions of this Scope of Service applicable to Areas 1-5 shall apply to Area 6.

SPECIFICATIONS APPLICABLE TO ALL AREAS:

Equipment and Materials

Provider shall be responsible for the complete performance of all work under this Agreement, including furnishing all materials, tools, apparatus, and equipment of every

description used in connection therewith, unless specifically stated otherwise in this Agreement.

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

Provider shall insure that equipment used for maintenance in the performance of work shall be equipped with all safety accessories and equipment required by applicable rules and Authority policies and procedures. All such safety equipment in place must be operable at all times. All expenses incurred concerning equipment used to perform services under this Agreement shall be the responsibility of the Provider.

All materials to be used during the term of this Agreement shall be supplied by the Provider. These supplies shall include but not be limited to: fertilizers, chemicals, mulch, replacement plants, fuel, lubricants, trash bags, etc. Replacement plants for those damaged by acts of God such as freezes, windstorms, hurricanes, etc., will be supplied by the Authority. The Provider shall replace and plant, any plants damaged as a result of maintenance activities of the Provider, at the Provider's expense. For plant replacement considered acts of God, the Provider may supply time and material pricing for plant replacement. All plant replacement is to be performed only upon prior approval from the Authority.

<u>Irrigation</u>

Provider is responsible for repair to any part of the irrigation systems damaged by Provider's employee(s) at no additional cost to the Authority.

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

Irrigation zones must be checked once a month for leaks, value operation, and correct dripline and spray operation.

Irrigation repairs are not considered part of the Provider's services under this Agreement. Provider has supplied time and material pricing for irrigation repairs as a Bid Alternate for Authority's consideration. Any irrigation repairs may only be performed with prior approval from the Authority.

Soil Amendments/New Plantings

If certain plantings are struggling due to initial soil conditions, Provider shall provide recommendations to replace existing plants with a plant variety more suitable to existing conditions and/or recommend soil amendment and suitable plant replacement. These amendments/plantings are not considered part of Provider's services under this Agreement. Provider has supplied time and material pricing these amendments/plantings

as a Bid Alternate for Authority's consideration. Any amendments/plantings may only be performed with prior approval from the Authority.

Site Schedule

Provider must complete all site visit mowing and pruning one (1) day a week, between the hours of 7:00 A.M. and 4:30 P.M. Provider will schedule all mowing and pruning visits on Tuesday, Wednesday, or Thursday and maintain that day of the week schedule throughout the term of the Agreement. The Provider may request switching days of the week, but any change must be approved by the Page Field Manager before it is implemented.

Account Manager

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

Site Supervisor

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

Licenses/Certifications

Provider shall provide documentation verifying that it holds all required herbicide and pesticide licenses. Authority shall also be provided with all material data safety sheets (MSDS) for chemicals used on site. Provider shall have a certified arborist on staff and provide documentation of such.

Appearance

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

Safety/Security

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

<u>Addition or Deletion of Maintenance Areas</u>

The Authority's Project Manager may add additional maintenance areas to the Scope of Services. Additions will be priced separately and may be implemented at a future date at the sole discretion of the Authority. The Authority reserves the right to suspend a

maintenance area, or request the resumption of service to a previously maintained area, at any given time during the term of this Agreement.

Provider shall commence maintenance of any new maintenance area after execution of the written task authorization and upon issuance of a Notice to Proceed with such work from the Authority's Project Manager.

At the Project Manager's discretion, maintenance areas may be deleted from this Agreement at any time, either for the remaining term of the Agreement or for any lesser duration. At the Project Manager's request, service to maintenance areas temporarily deleted shall be resumed for the originally quoted Agreement fees. The monthly fee for maintaining any deleted area or areas shall be deducted from the appropriate month's invoice by an amount proportional to the size of the area(s) being deleted in relation to the total area maintained, and for the time period such area(s) are not maintained.

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

EXHIBIT "B"

COMPENSATION SCHEDULE

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

Base Bid -

Fixed Monthly Rate: \$13,292.00

Alternate 1 - Cost per Square Foot

Additional or Deleted Maintenance Areas \$10.00/square foot

Alternate 2 - Irrigation Repair

Hourly Rate \$55.00/hour

Material Cost Mark-up Percentage 20%

Alternate 3 - Soil Amendments/New Plantings

Hourly Rate \$55.00/hour

Material Cost Mark-up Percentage 20%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Ch	apman Insurance Group	PHONE (A/C, No, Ext): (941) 979-8426 FAX (A/C, No): (888) 559-6583					
Sta	ate Insurance Agency	E-MAIL ADDRESS: commercial@cigflorida.com					
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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c/o Harbor America				PHONE (A/C, No, E-MAIL ADDRESS	Ext):	(281) 577-108		FAX (A/C, No):	(2	281) 577-2678	
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Lee County Port Authority 11000 Terminal Access Raod, Suite 8671 Fort Myers FL 33913

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

The o hings

EXHIBIT "C" CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below: Name and Address of Agency COMPANIES AFFORDING COVERAGE COMPANY LETTER COMPANY B LETTER COMPANY Name and Address of Insured C **LETTER** COMPANY D LETTER COMPANY E LETTER This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder. Policy Number Policy Effective Policy Expiration ALL LIMITS IN THOUSANDS Company Type of Insurance Letter Date (mm/dd/yy) Date (mm/dd/yy) **GENERAL LIABILITY** General Aggregate Products Comp/Ops Aggregate \$ ☐ Commercial General Liability Personal & Advertising Injury \$ ☐ Claims Made ☐ Occurrence Each Occurrence \$ ☐ Owners & Contractors Fire Damage (Any one Fire) Protective \$ Medical Expense (Any one Person) ☐ X.C.U. Coverage Specific Project* \$As above ☐ Broad Form Property Damage ☐ Independent Contractors **AUTOMOBILE LIABILITY** Each Accident **Bodily Injury** ☐ Any Auto (Each Person) \$ ☐ All owned Autos **Bodily Injury** ☐ Scheduled Autos (Each Accident) ☐ Hired Autos Property Damage Bodily Injury and □ Non-Owned Autos **Property Damage** \$ Combined **EXCESS LIABILITY** Each Aggregate Occurrence □ Umbrella Form Bodily Injury and Property Damage ☐ Other than Umbrella Form \$ \$ □ Claims Made □ Occurrence Combined WORKERS' COMPENSATION Statutory AND (Each Accident) \$ **EMPLOYER'S LIABILITY** (Disease-Policy Limit) \$ (Disease-Each Employee) OTHER ☐ Contractual Liability Coverage Description of Contract: ☐ The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here: ☐ The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder. ☐ Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS: Name and Address of Certificate Holder Lee County Port Authority 11000 Terminal Access Road Date Issued: Suite 8671 Authorized Representative: Fort Myers, Florida 33913 Address:

Telephone #:



Lee County Port Authority 11000 Terminal Access Road., Suite 8671 Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. REQUESTED MOTION/PURPOSE: Request Board award RFB #18-16, for Landscaping Services at Page Field to P&T Lawn and Tractor Service, Inc., the lowest, most responsive, responsible bidder in the estimated annual amount of \$159,504 plus extra/emergency service as authorized per the terms and conditions of the agreement.
- 2. FUNDING SOURCE: UH5120041203.503490
- 3. TERM: Two (2) year contract with an option reserved to the Authority to extend the term for two (2) additional two-year renewals with services to commence on or about June 24, 2018.
- 4. WHAT ACTION ACCOMPLISHES: Award RFB #18-16 contract to P&T Lawn and Tractor Service, Inc., the lowest, most responsive, responsible bidder in the estimated annual amount of \$159,504 plus extra/emergency services as authorized per the terms and conditions of the Service Provider Agreement.
- 5. CATEGORY: 6. Consent Agenda
- 6. ASMC MEETING DATE: 4/17/2018
- 7. <u>BoPC MEETING DATE</u>: 5/3/2018

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__ CEREMONIAL/PUBLIC PRESENTATION

X CONSENT

ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)
NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

The perimeter of Page Field, including the Base Operations terminal and the Page Field North office complex areas, is landscaped with over 700 trees and 7,500 plants and shrubs.

In order to keep the airport perimeter well maintained, all shrubs are pruned three times annually and all palm trees are trimmed once annually. All bahia grass is mowed weekly April through October and every other week the rest of the year, while the floratam grass is mowed weekly throughout the entire year. All trash, palm fronds, and clippings are removed each time the landscape contractor visits and fresh mulch is applied annually to all plant and tree beds. In addition, our irrigation systems are checked weekly for proper operation. The plant and tree beds are kept weed free by hand pulling, or with the appropriate chemicals applied by a certified and licensed applicator.

On February 13, 2018, the Lee County Port Authority Purchasing Department advertised RFB #18-16 for Landscaping Service for Lee County Port Authority at Page Field. Advertisements were placed with the Airports Council International – North America, the Airport Minority Advisory Council, the Florida Airports Council, and utilizing Public Purchase (the Port Authority's automated procurement system). As a result, on March 14, 2018, the Port Authority received two (2)

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
Garp & Suncan	Fictoria B. Moreland	X/A.	Brian (W. McGonagle	Gregorp &. ACagen	Seffrey A. Mulder

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED X (6-0)
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED X Kiker/Manning APPROVED as AMENDED DEFERRED to OTHER

Background (continued) qualifying bids.

Staff recommends award to P&T Lawn and Tractor Service, Inc., who successfully met all bid requirements as the lowest, most responsive, responsible bidder in the annual amount of \$159,504 plus extra/emergency service as authorized per the terms and conditions of the Service Provider Agreement.

- Attachments:
 1. Tab Sheet
- 2. Master RFB
- 3.
- Winning Proposal Service Provider Agreement 4.

Vendor No. 349938
Contract No. 7981

LEE COUNTY PORT AUTHORITY

FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT LANDSCAPING SERVICES FOR THE LEE COUNTY PORT AUTHORITY AT PAGE FIELD

RFB 18-16

	THIS FIRS	ST AMENI	DMENT TO	SERVICE	PROVIDE	R AGRE	EMENT is	entered
this _	da	ay of		, 2020,	between	the LEE	COUNTY	' PORT
AUTH	ORITY, a	political	subdivision	and spec	cial distric	t of the	State of	Florida
("AUT	HORITY"),	at 11000	Terminal A	Access Ro	ad, Suite	8671, Fo	ort Myers,	Florida,
33913	, and P&T	Lawn & T	ractor Servi	ce, Inc., a	Florida co	rporation,	("PROVID	ER"), at
15980	Old Olga F	Road, Alva	a, FL 33920,	Federal Id	entificatior	Number	65-024956	34.

<u>WITNESSETH</u>

WHEREAS, the parties entered into a Service Provider Agreement on May 3, 2018 (the "Agreement") to provide landscaping services for Page Field Airport in Fort Myers, Florida; and,

WHEREAS, the Agreement provided for an initial two-year term, commencing on June 24, 2018, with Authority reserving the option to extend the term for two additional two-year terms on the same terms and conditions and at the sole discretion of the Authority; and

WHEREAS, the Authority wants to exercise the first option to extend the term of the Agreement for an additional two years under the terms described below.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree to extend the term and to amend the correspondingly numbers Sections of the Agreement as follows:

1. RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2. 4.0 TERM OF AGREEMENT is amended to read:

Subject to earlier termination as provided in the Agreement, the term of the Agreement is extended for two (2) years commencing on June 24, 2020. Thereafter, Authority will have the option to renew this Agreement for one final two-year extension, on the same terms and conditions as the initial term, by providing advance written notice of its intent to exercise the option at least thirty (30) days prior to expiration of the then current term.

3. **REMAINING TERMS**

The remaining provisions of the Agreement remain in full force as if set forth this Amendment Agreement in full.

4. ACCEPTANCE

Acceptance of this Amendment Agreement shall be indicated by the signature of the duly authorized representative of the parties below.

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

ATTEST: LINDA DOGGETT Clerk of the Circuit Court	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA
By: Deputy Clerk	By: Chair or Vice Chair
	Approved as to Form for the Reliance of the Lee County Port Authority Only:
	By: Port Authority Attorney's Office
Signed, Sealed and Delivered in the presence of:	P & T LAWN AND TRACTOR SERVICE INC., Provider
	Teena Zielinski Authorized Signature for Provider
Witness	Authorized Signature for Provider
	_{By:} Teena Zielinski
Witness	Printed Name
SEAL	President
	Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider will be required to maintain, at the highest level, all landscaping associated with the following areas on Airport property:

Area 1 - Page Field North and Fuel Farm: This area consists of varying native and non-native species and begins past the entrance to the Lee County EMS facility on North Airport Road and encompasses all landscaping at 4700 Terminal Drive and associated entrance and exit roads. The area also includes up to approximately 65 feet of North Airport Road frontage extending to Gate 3 at the end of North Airport Road. Also included is all landscaping associated with the fuel farm at 2640 North Airport Road. Landside and airside work is included in this area. Area 1 consists of approximately 10.6 acres. Irrigation for Area 1 consists of one Hunter ICC 800 controller with fifteen (15) irrigation zones using spray heads.

<u>Area 2 - East Perimeter Road</u>: This area consists of hedge and grass berm approximately 900 feet long and includes 357 green buttonwood in a mulched bed. This area includes airside work. Area 2 consists of approximately 1.0 acres. Irrigation in Area 2 consists of one (1) Hunter Pro-C controller with two (2) zones using driplines.

<u>Area 3 - Danley Drive</u>: This area begins just west of the Ten Mile Canal and extends westbound along Danley Drive to just east of 207 Danley Drive. Area 3 consists of native and non-native species-primarily cocoa plum and firebush hedges and cabbage palms, as well as landscaping beds at 605 Danley Drive. Landside and airside work is included in this area. Area 3 consists of approximately 4.2 acres. Irrigation for Area 3 consists of two (2) Hunter Node controllers with two (2) zones using sprayheads.

<u>Area 4 - South Road</u>: This area begins at the observation area just west of 207 Danley Drive and extends along South Road to the US 41 intersection. Portions of this area include landscaped beds and grass on both sides of the road. Plants and trees in this area include a variety of primarily native species. Landside work only is included in this area. Area 4 consists of approximately 2.0 acres. Irrigation in this area consists of one (1) Hunter Pro-C controller with twelve (12) zones, of these ten (10) use dripline and two (2) use bubblers.

<u>Area 5 - Perimeter Fence-line</u>: Maintain entire exterior perimeter fence-line through a combination of string trimming and herbicide application. For fence-lines not included in the above referenced areas 1-4 above, Provider will be required to mow a minimum of 10 feet out from fence-line.

This area includes Page Field's general aviation terminal and related facilities and is considered the "front door" to Page Field. As such, maintenance of this area is expected to be maintained at the highest level to replicate standards one would expect at a high end country club, resort, or community. Irrigation in this area consists of one (1) Rain

Bird ESP-LXD two-wire controllers with six (6)pop-up spray head zones, nineteen (19) dripline zones and nine (9) bubbler zones.

Area 6 - Base Operations Terminal Area: This area consists of approximately 700 trees and 7,400 shrubs of varying native and non-native species, and extends from an area just north of the Runway 5 blast fence along US 41, continuing along Fowler to North Airport Road. Landside and airside work is included in this area. Area 6 consists of approximately 9.7 acres. Irrigation in this area consists of one(1) Rain Bird ESP-LXD controller with 36 zones. Six (6)popup spray head zones, nineteen(9) dripline zones, and nine 9)bubbler zones. Irrigation runs from the corner of 41 to North Airport Rd.

Scope of work for all areas generally includes the following: mowing, edging, string trimming, weed prevention and removal, pest and disease eradication, pruning and trimming of plants, trees, and grasses, fertilization, mulching, irrigation maintenance and repair, replacement of annual plantings, and general clean-up.

SPECIFICATIONS FOR AREAS 1 THROUGH 5:

Mowing

Bahia is to be mowed weekly April through October and every other week November through March. Any trash or debris shall be picked up before mowing to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3½) to four (4) inches and uniform with no scalping. Edge as needed. All edged area must be left free of grass and debris.

String Trimming

String trim each visit all areas inaccessible by mower, including fence-line.

Clean-up

Clear all grass clippings resulting from mowing, edging, and string trimming from all paved area and sidewalks.

Pruning

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

Palm Frond Removal

All brown or hanging palm fronds up to a height of 14 feet shall be removed each visit. Once per year prune all palms regardless of height, removing old boots and trimming to "9 o'clock and 3 o'clock." No "hurricane cuts."

Weed Control

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

Fertilization

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

Pest/Disease Prevention and Eradication

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

Note: Provider may provide certain specialized services under this Agreement to include insect control, weed control, and fertilization through the use of a properly certified and licensed sub-contractor. Each sub-contractor must be approved by the Authority prior to providing such services.

Mulch

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

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. Provider supplied fresh mulch shall be applied twice annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount

of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager. Provider shall provide a second application of mulch to Area 1 in the Month of March.

SPECIFICATIONS FOR AREA 6:

Mowing

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

Bahia is to be mowed weekly April through October and every other week November through March. Any trash or debris shall be picked up prior to mowing to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3½) to four (4) inches and uniform with no scalping. Edge as needed. All edged area must be left free of grass and debris.

String Trimming

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

Clean-up

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

Pruning

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

Palm Frond Removal

All brown or hanging palm fronds up to a height of 14 feet shall be removed each visit. Once per year prune all palms regardless of height, removing old boots and trimming to "9 o'clock and 3 o'clock." No "hurricane cuts."

Weed Control

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

Lake Perimeters

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

Fertilization

Application shall be overseen by certified BMP lawn care professional. Grasses, plants, shrubs, and trees that are lost due to insufficient fertilization shall be replaced by Provider at no cost to the Authority.

Pest/Disease Prevention and Eradication

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

Note: Provider may provide certain specialized services under this contract to include insect control, weed control, and fertilization through the use of a properly certified and licensed sub-contractor. Each sub-contractor must be approved by the Authority prior to providing such services. Recommended fertilization, pest control, and maintenance schedules are attached to the Request for Bids.

Mulch

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

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

All other provisions of this Scope of Service applicable to Areas 1-5 shall apply to Area 6.

SPECIFICATIONS APPLICABLE TO ALL AREAS:

Equipment and Materials

Provider shall be responsible for the complete performance of all work under this Agreement, including furnishing all materials, tools, apparatus, and equipment of every description used in connection therewith, unless specifically stated otherwise in this Agreement.

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

Provider shall insure that equipment used for maintenance in the performance of work shall be equipped with all safety accessories and equipment required by applicable rules and Authority policies and procedures. All such safety equipment in place must be operable at all times. All expenses incurred concerning equipment used to perform services under this Agreement shall be the responsibility of the Provider.

All materials to be used during the term of this Agreement shall be supplied by the Provider. These supplies shall include but not be limited to: fertilizers, chemicals, mulch, replacement plants, fuel, lubricants, trash bags, etc. Replacement plants for those damaged by acts of God such as freezes, windstorms, hurricanes, etc., will be supplied by the Authority. The Provider shall replace and plant, any plants damaged as a result of maintenance activities of the Provider, at the Provider's expense. For plant replacement considered acts of God, the Provider may supply time and material pricing for plant replacement. All plant replacement is to be performed only upon prior approval from the Authority.

Irrigation

Provider is responsible for repair to any part of the irrigation systems damaged by Provider's employee(s) at no additional cost to the Authority.

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

Irrigation zones must be checked once a month for leaks, value operation, and correct dripline and spray operation.

Irrigation repairs are not considered part of the Provider's services under this Agreement. Provider has supplied time and material pricing for irrigation repairs as a Bid Alternate for Authority's consideration. Any irrigation repairs may only be performed with prior approval from the Authority.

Soil Amendments/New Plantings

If certain plantings are struggling due to initial soil conditions, Provider shall provide recommendations to replace existing plants with a plant variety more suitable to existing conditions and/or recommend soil amendment and suitable plant replacement. These amendments/plantings are not considered part of Provider's services under this Agreement. Provider has supplied time and material pricing these amendments/plantings as a Bid Alternate for Authority's consideration. Any amendments/plantings may only be performed with prior approval from the Authority.

Site Schedule

Provider must complete all site visit mowing and pruning one (1) day a week, between the hours of 7:00 A.M. and 4:30 P.M. Provider will schedule all mowing and pruning visits on Tuesday, Wednesday, or Thursday and maintain that day of the week schedule throughout the term of the Agreement. The Provider may request switching days of the week, but any change must be approved by the Page Field Manager before it is implemented.

Account Manager

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

Site Supervisor

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

Licenses/Certifications

Provider shall provide documentation verifying that it holds all required herbicide and pesticide licenses. Authority shall also be provided with all material data safety sheets (MSDS) for chemicals used on site. Provider shall have a certified arborist on staff and provide documentation of such.

Appearance

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

Safety/Security

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

Addition or Deletion of Maintenance Areas

The Authority's Project Manager may add additional maintenance areas to the Scope of Services. Additions will be priced separately and may be implemented at a future date at the sole discretion of the Authority. The Authority reserves the right to suspend a maintenance area, or request the resumption of service to a previously maintained area, at any given time during the term of this Agreement.

Provider shall commence maintenance of any new maintenance area after execution of the written task authorization and upon issuance of a Notice to Proceed with such work from the Authority's Project Manager.

At the Project Manager's discretion, maintenance areas may be deleted from this Agreement at any time, either for the remaining term of the Agreement or for any lesser duration. At the Project Manager's request, service to maintenance areas temporarily deleted shall be resumed for the originally quoted Agreement fees. The monthly fee for maintaining any deleted area or areas shall be deducted from the appropriate month's invoice by an amount proportional to the size of the area(s) being deleted in relation to the total area maintained, and for the time period such area(s) are not maintained.

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

EXHIBIT "B"

COMPENSATION SCHEDULE

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

Base Bid -

Fixed Monthly Rate: \$13,292.00

Alternate 1 - Cost per Square Foot

Additional or Deleted Maintenance Areas \$10.00/square foot

Alternate 2 - Irrigation Repair

Hourly Rate \$55.00/hour

Material Cost Mark-up Percentage 20%

Alternate 3 - Soil Amendments/New Plantings

Hourly Rate \$55.00/hour

Material Cost Mark-up Percentage 20%

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

Joint Participati in the amount of Transportation from the completed Multi 2. FUNDING SOUR 3. TERM: N/A 4. WHAT ACTION A	on Agreement, Fina f \$1,502,176 from the for construction ser l-use Aircraft Hanga CCE: N/A ACCOMPLISHES: A	accept a state grant (S ncial Project No. 4412 e Florida Department vices associated with r and Ramp at Page F mends the current grant FMY Multi-use Hangar	245-1-94-01) of the Field (FMY).	 5. <u>CATEGORY</u>: 14. Consent Agenda 6. <u>ASMC MEETING D</u> 7. <u>BoPC MEETING D</u> 	
8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT ADMINISTRATIVE			(A N	ALL REQUESTS) IAME Mark Fisher OIV. Development	RMATION:
The Page Field Multi-Use Hangar and Ramp was completed in October of 2019 on schedule and under budget at a total cost of \$7 million. Even after project completion, LCPA staff has continued to request state grant funds to the maximum allowed amount of state participation. As a result of continued coordination between the LCPA and Florida Department of Transportation (FDOT) District One staff, a Supplemental Joint Participation Agreement (JPA) to the current JPA, Financial Project No. 441245-1-94-01, has been secured. This Supplemental JPA adds \$1,502,176 in state funds in FY2019/2020 to reimburse the Port Authority for prior eligible construction costs associated with the FMY Multi-use Hangar and Ramp project. This brings FDOT's participation to date to \$5,556,942, nearly 80% of the total project cost. Attachments: Resolution Supplemental Joint Participation Agreement					
		11. RECOMMENDE	ED APPROVAL		
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Mark R. Sisher	Fictoria &. Moreland	N/A	Brian W. McGonagle	Gregory Ob. Hagen	Benjamin R. Obiegel
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED OTHER			APPRO APPRO APPRO DENIEI DEFER OTHER	OVED OVED as AMENDED O RED to	•

PUBLIC TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT Number Three

725-030-07
PUBLIC TRANSPORTATION
12/14
Page of 5

Financial Project No(s):	Fund: DDR	ELAID Cotamon Coopea
	-	FLAIR Category: 088719
	Function: 215	Object Code: 751000
441245-1-94-01	Federal No.: N/A	Org. Code: 55012020129
(item-segment-phase-sequence)	DUNS No.: 80-939-7102	Vendor No.: F650717520004
Contract No.: G0L93		
Catalog of Federal Domestic Assistan	ce Number: N/A Catalog of State Fin	ancial Assistance Number: 55.004
CFDA Title: N/A	CSFA Title: Avia	tion Grant Programs
THIS AGREEMENT, made a	nd entered into this day of	
by and between the STATE OF FLO	ORIDA DEPARTMENT OF TRANSPORTATI	ON, an agency of the State of Florida,
hereinafter referred to as the Depart	tment, and Lee County Port Authority	
11000 Terminal Access Road, Suite	8671, Fort Myers, Florida 33913-8899	
hereinafter referred to as Agency.		
	WITNESSETH:	
WHEREAS, the Department a	and the Agency heretofore on the 27th	day of June 2017
entered into a Joint Participation Ag	reement; and	
WHEREAS, the Agency desir	es to accomplish certain project items as outl	ined in the Attachment "A" appended
hereto; and		
WHEREAS, the Department of	esires to participate in all eligible items for thi	s project as outlined in Attachment
"A" for a total Department Share of		, , , , , , , , , , , , , , , , , , , ,
NOW, THEREFORE THIS IN	DENTURE WITNESSETH: that for and in co	nsideration of the mutual benefits to flow
from each to the other, the parties hand supplemented as follows:	ereto agree that the above described Joint P	articipation Agreement is to be amended
4.00 Project Description:		
1.00 Project Description:	music at also suintism, as if as to a success.	lad a di la companya di sa
There are no changes to the original	project description, or if subsequently amend	led, to the last amended project

description.

Page 2 of 5

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased/ _	
bringing the revised total cost of the project to \$7,016,248.00	
Paragraph 4.00 of said Agreement is increased/ decreased by \$1,502,176.00	
bringing the Department's revised total cost of the project to \$5,556,942.00	
3.00 Amended Exhibits:	
Exhibit(s) B and D of said Agreement is amended by Attachment	"A",
4.00 Contract Time:	
Paragraph 16.00 of said Agreement December 31st , 2020	4

5.00 E-Verify

Vendors/Contractors:

- 1. shall 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
- 2. 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.

Page 3 of	5
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	441245-1-94-01
	Contract No. G0L93 Agreement Date
Except as hereby modified, amended or change and any subsequent supplements shall remain in full for	ed, all other terms of said Agreement dated June 27th , 2017 orce and effect.
IN WITNESS WHEREOF, the parties hereto has above written.	ave caused these presents to be executed, the day and year first
AGENCY	FDOT
Lee County Port Authority AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
SIGNATURE	John M. Kubler, P.E. DEPARTMENT OF TRANSPORTATION
TITLE	Director of Transportation Development

Financial Project No(s)

Financial	Project	No(s)
-----------	----------------	-------

441245-1-94-01

Contract No.	G0L93		
Agreement Da	te	,	

ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Port Authority

11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Increase Department participation and reduce Agency participation in accordance with the procedure for phased/multiyear airport projects. Project funding ratio is 80% state (Florida Department of Transportation) and 20% local (Lee County Port Authority).

I.	Project Cost:	As Approved	As Amended	Net Change
		\$7,400,000.00	\$7,016,248.00	\$-383,752.00
	Total Project Cost	\$7,400,000.00	\$7,016,248.00	\$-383,752.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$4,054,766.00	\$5,556,942.00	\$1,502,176.00
	Agency:	\$3,345,234.00	\$1,459,306.00	\$-1,885,928.00
				\$0.00
	Total Project Cost	\$7,400,000.00	\$7,016,248.00	\$-383,752.00

Comments:

Funding match ratio: 80% State, 20% Local

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2017	\$604,000.00	FY
FY	2019	\$3,450,766.00	FY
FY	2020	\$1,502,176.00	FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Phased/Multi-year Airport Project: An Aviation Development Project already under a Joint Participation Agreement (JPA), where additional funding may be allocated or project funding shares revised by the Department in subsequent fiscal years or Work Program Development cycles up to the allowed maximum Department share for the final project cost.

RESOLUTION FOR SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Supplemental Joint Participation Agreement (JPA) Financial Project No. 441245-1-94-01 with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Supplemental JPA Financial Project No. 441245-1-94-01 is approved.
- 2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Supplemental JPA Financial Project No. 441245-1-94-01 with the Florida Department of Transportation.

The foregoing Resolution was offered be who motioned for its adoption. The motion was upon being put to a vote, was as follows:	y Commissioners seconded by Commissioner	, and
Cecil L Pendergrass		
DONE AND ADOPTED by the Board of Port	Commissioners this day of	, 2020.
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA	
By: Deputy Clerk	By:	
Approved as to legal form and sufficiency:		
By: Office of the Port Authority Attorney		

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

LE	E COUNTY PO	JKI AUTI	HURITY	
1. REQUESTED MOTION/PURPO Transportation Grant Agreem 02) in the amount of \$100,000 for the Airside Pavement Reh	ent, Financial Project No from the Department of	. 431367-1-94- Transportation	5. CATEGORY: 15. Consent Agenda	
International Airport.	abilitation at Southwest i	IOTIUA	6. ASMC MEETING DA	ATE: 6/16/2020
2. FUNDING SOURCE: N/A			6. ASMIC MEETING DA	ATE. 0/10/2020
3. TERM: N/A			7. BoPC MEETING DA	ATE: 6/25/2020
4. WHAT ACTION ACCOMPLISH	ES: Provides an addition	al \$100,000 of	<u>50. 6 m.22 m.0 5/</u>	<u></u> . 0/20/2020
state funding for the RSW Air				
8. AGENDA: CEREMONIAL/PUBLIC PRI X CONSENT	ESENTATION		REQUESTOR OF INFOR (ALL REQUESTS) NAME Mark Fisher	RMATION:
		'	Walk Florid	
ADMINISTRATIVE		l i	DIV. Development	
10. BACKGROUND:		,		_
The Florida Department of Trans Florida International Airport thro established a new process under which contains the project described Port Authority staff has worked 02, which will provide additional in state funds in FY2019/2020 to LCPA staff continues to work withis project. This brings FDOT's Attachments: Resolution Public Transportation Grant Agri	ugh the issuance of Joint F r which the JPA will transit iption, funding and grant as closely with FDOT District (funding for the RSW Airsic be used towards eligible of th FDOT to program addition participation-to-date to \$2,	Participation Agreedion to the Public Tessurances for the Dine to develop the Pavement Rehicosts for the RSW pinal funds to redu	ements (JPA's). In 2018, I Fransportation Grant Agre project. e PTGA, Project Financia abilitation project. This P Airside Pavement Rehal	FDOT District One eement (PTGA) al No. 431367-1-94- TGA adds \$100,000 bilitation project.
	11. RECOMMEN	IDED APPROVAL		
DEPUTY EXEC COMMUNICATION AND MARKETI		FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Mark R. Sisher Victoria O	3. X/A	∞Brian (W.	Gregory S.	Benjamin R.
Moreland	* '	Mc Gonagle	=	
CVIOIEIANA		CVIC Gonagie	Geagen	Siegel
12. SPECIAL MANAGEMENT COMM	ITTEE	13. PORT AUTI	HORITY ACTION:	
RECOMMENDATION:				
APPROVED APPROVED as AMENDED DENIED OTHER		DENIE	OVED as AMENDED ED RRED to	

RESOLUTION FOR PUBLIC TRANSPORATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Public Transportation Grant Agreement (PTGA), Financial Project No. 431367-1-94-02, with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That PTGA, Financial Project No. 431367-1-94-02, is approved.
- 2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the PTGA, Financial Project No. 431367-1-94-02, with the Florida Department of Transportation.

who motioned for its adoption. The motion wa upon being put to a vote, was as follows:	y Commissioners seconded by Commissioner	, and
Ray Sandelli Cecil L Pendergrass Frank Mann		
DONE AND ADOPTED by the Board of Port (Commissioners this day of	, 2020.
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA	
By: Deputy Clerk	By:Chair	
Approved as to legal form and sufficiency:		
By: Office of the Port Authority Attorney		

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence) 431367-1-94-02		Fund(s): DDF		FLAIR Category:	088719
		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award	ALCA	Org. Code:	55012020129
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF590717520004
Contract Number:	G1K77	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency DUNS Number:	781566419	-	
CFDA Title:	N/A	- 1.4. 11.5. 1.5. 1.5. 1.5. 1.5. 1.5. 1.5	-		
CSFA Number:	55.004				
CSFA Title:	Aviation G	rant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into ______, by and between the State of Florida, Department of Transportation, ("Department"), and Lee County Port Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached
 as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to
 execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007,
 Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in <u>Airside Pavement Rehabilitation</u>, as further described in <u>Exhibit "A"</u>, <u>Project Description and Responsibilities</u>, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - X Aviation
 Seaports
 Transit
 Intermodal
 Rail Crossing Closure
 Match to Direct Federal Funding (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 Other
- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
 - Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 *Exhibit B1: Deferred Reimbursement Financial Provisions
 *Exhibit B2: Advance Payment Financial Provisions
 *Exhibit C: Terms and Conditions of Construction
 Exhibit D: Agency Resolution
 Exhibit E: Program Specific Terms and Conditions
 Exhibit F: Contract Payment Requirements
 *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

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*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through <u>June 30</u>, <u>2023</u>. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
 - a. _ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
 - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
 - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
- 9. Project Cost:

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a. The estimated total cost of the Project is \$200,000. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does

not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of \$100,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
 - X Travel expenses are NOT eligible for reimbursement under this Agreement.
 - Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

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- k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in Exhibit "A", Project Description and Responsibilities.

- 11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
 - a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department pregualified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. _ If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):
 - Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. __Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement,
- c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
- **13. Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- 15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement Department to the FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
- 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the Federal award;
- 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- 5. Withhold further Federal awards for the Project or program;
- 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- **b.** The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or projectspecific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G", Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Non-Responsible Contractors. 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.

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- d. Prohibition on Using Funds for Lobbying. 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.
- e. Unauthorized Aliens. 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.
- f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify. The Agency shall:
 - Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement. This Agreement may be executed in one or more counterparts. each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lee County Port Authority	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
2	Ву:
Ву:	Name: John M. Kubler, P.E.
Name:	Title: Director of Transportation Development
Title:	Title
	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:
	Don Conway, Contracts Attorney

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EXHIBIT A

Project Description and Responsibilities

- A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airside Pavement Rehabilitation
- B. Project Location (limits, city, county, map): Southwest Florida International Airport/Fort Myers, FL/Lee
- C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant, design and construction management/general contractor fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or construction (such as concrete, asphalt, rejuvenators, or sealants), excavation, embankment, subgrade preparation, base course, surface course, joint rehabilitation of PCC pavement, pavement geometry improvements, airfield lighting system, pavement markings, signage improvements (includes conduits, lights, conductors, cans, and vault upgrades), mast lighting, drainage, stormwater structures, utilities, fencing and gates and sodding. In addition, airfield lighting vault, primary and back-up power supplies and equipment, building (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement (access roadway, parking lot and sidewalks), landscaping, indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to purchase, install and commission the complete the airside pavement rehabilitation and improvement project. The Sponsor will comply with Aviation Program Assurances.

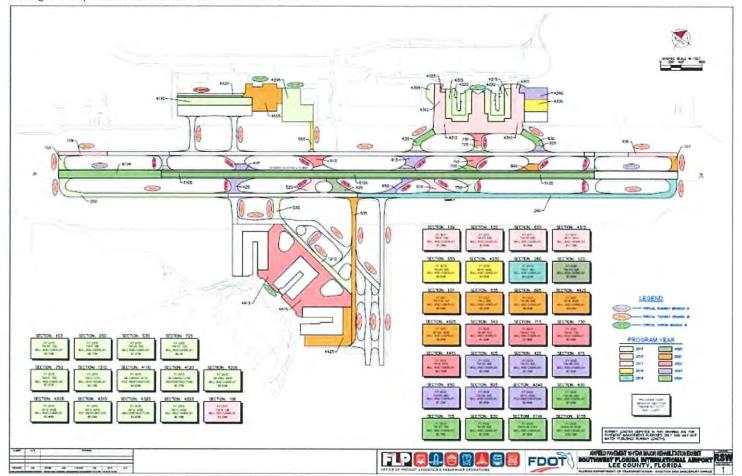
The project is identified in the current Master Plan and ALP approved on 8/30/2011.

D. Deliverable(s): Airside Pavement Rehabilitation

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

- E. Unallowable Costs (including but not limited to):
- F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
431367-1-94-02	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$100,000
431367-1-94-02	LF	088719	2020	751000	55.004	Aviation Grant Program	\$100,000
			Tota	al Financial	Assistance		\$200,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$100,000	\$100,000	\$0	\$200,000	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$100,000	\$100,000	\$0	\$200,000			

^{*}Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Department Grant Manager Name (Document	Signed by:	
	Smith	3/27/2020 11:50 AM EDT
35857	2051DDF4C5	
Signature		Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

- 1. Design and Construction Standards and Required Approvals.
 - a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
 - b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kristi A. Smith, PLS (email: kristi.smith@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
 - c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
 - d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
 - e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
 - f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
 - a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- I. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. Engineer's Certification of Compliance. The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and

PROJECT DESCRIPTION:		
	0.:	
FINANCIAL MANAGEMENT N	0.:	
certifies that all work which orig compliance with the Project con approved plans, a list of all de deviation, will be attached to the	and Conditions of the Public Transportation in ally required certification by a Profession instruction plans and specifications. If any eviations, along with an explanation that is Certification. Also, with submittal of this cuilt" plans for construction on the Departr	nal Engineer has been completed in deviations have been made from the justifies the reason to accept each certification, the Agency shall furnish
	Ву:	, P.E.
SEAL:	Name;	
	Date:	

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION AVIATION PROGRAM ASSURANCES

A. General.

- 1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
- 2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- 3. The Agency shall comply with the assurances as specified in this Agreement.
- 4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- 5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- **6.** There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
- 8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
- 10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

- 1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. Florida Statutes (F.S.)
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - · Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook
- 2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.
- D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- **b.** The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- **b.** The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - The boundaries of the airport and all proposed additions thereto, together with the boundaries of all
 offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.
- 9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- **b.** If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- **b.** Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- **b.** If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- **b.** The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- **b.** The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- **a.** The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- **b.** Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.
- 21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:
 - a. Execute the project per the approved project narrative or with approved modifications.
 - **b.** Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
 - c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
 - **d.** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
 - e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- 22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:
 - a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.
 - b. Administration. Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
 - c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
 - d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
 - e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
 - f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

- a. Project Certifications. Certify Project compliances, including:
 - Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - Completed construction complies with all applicable local building codes.
 - 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
- b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
 - The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
 - The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
 - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
 - 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. Inspection and Approval. The Agency assures that:
 - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
 - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
- d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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- 24. Noise Mitigation Projects. The Agency assures that it will:
 - a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - The Agency assures that it will take steps to enforce the local agreement if there is substantial noncompliance with the terms of the local agreement.
 - b. Private Agreements. For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial noncompliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

*Award Amount: \$100,000

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements **CSFA** for Number 55.004 provided at: are https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

^{*}The award amount may change with amendments

To: Kristi.Smith@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1K77

3/23/2020

CONTRACT INFORMATION

Contract:	G1K77
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LEE COUNTY PORT AUTHORITY
Vendor ID:	F650717520004
Beginning Date of This Agreement:	03/20/2020
Ending Date of This Agreement:	06/30/2023
Contract Total/Budgetary Ceiling:	ct = \$100,000.00
Description:	RSW Airside Pavement Rehabilitation

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/23/2020

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$100,000.00
Financial Project:	43136719402
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2020
Budget Entity:	55100100
Category/Category Year:	088719/20
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$100,000.00



Certificate Of Completion

Envelope Id: 8EB1B07BFB474BEF9C378C1F7FFBC067

Status: Completed

Subject: Please DocuSign: RSW_G1K77_431367-1-94-02_Airside Pavement Rehabilitation_Original PTGA_Draft.pdf

Source Envelope:

AutoNav: Enabled

Document Pages: 37 Certificate Pages: 1

Signatures: 1

Envelope Originator:

Initials: 0

605 Suwannee Street

MS 20

Kristi Smith

Tallahassee, FL 32399-0450

kristi.smith@dot.state.fl.us IP Address: 156.75.252.6

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

3/27/2020 11:46:33 AM

Holder: Kristi Smith

kristi.smith@dot.state.fl.us

Location: DocuSign

Signer Events

Kristi Smith

kristi.smith@dot.state.fl.us

Senior Aviation/Intermodal Project Manager

Florida Department of Transportation Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: Knisti Smith

-358572051DDF4C5

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Timestamp

Sent: 3/27/2020 11:49:04 AM Viewed: 3/27/2020 11:49:16 AM

Signed: 3/27/2020 11:50:22 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp **Timestamp**

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent Certified Delivered Signing Complete Completed

Status

Hashed/Encrypted Security Checked Security Checked Security Checked

Timestamps

3/27/2020 11:49:04 AM 3/27/2020 11:49:16 AM 3/27/2020 11:50:22 AM 3/27/2020 11:50:22 AM

Payment Events

Status

Timestamps

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

	LEE COUNTY PORT AUTHORITY						
	execution of a comprovide General	ontract between the	Request Board autho Port Authority and Engineering Services	RS&H, Inc., to	5. CATEGORY: 16. Consent Agenda		
3.	two (2) firms to	B) years ACCOMPLISHES: C	ompetitively selects chitectural and Engi ct.		6. ASMC MEETING DA		
8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT ADMINISTRATIVE				1	REQUESTOR OF INFOR ALL REQUESTS) NAME Mark Fisher DIV. Development	RMATION:	
10	. BACKGROUNI	D:		<u> </u>			
	 On March 12, 2020, after competitive selection, the Board designated RS&H, Inc., as the first top ranked firm to provide General Architectural and Engineering (A&E) Services for the Port Authority and authorized staff to proceed with contract negotiations with the top two (2) ranked firms. Based on the Board's direction, staff has negotiated a basic professional services agreement wiurth RS&H as summarized below: Three (3) year contract term with no options for extension. A&E work on projects with an estimated construction cost under \$2M or study activity whereby the fee does not exceed \$200,000, apply to this contract in accordance with Florida Statutes and commensurate with other Port Authority Continuing contracts. Florida House Bill 441 has recently modified and increased these limits to allow A&E work on projects with an estimated construction cost under \$4M or study activity whereby the fee does not exceed \$500,000. This bill is pending the Governor's signature, with an anticipated effective date of July 1, 2020 if approved. All A&E work on projects that exceed statutory limits will be competitively advertised under a separate competitive solicitation. All Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant. Attachment: Professional Service Agreement 						
11. RECOMMENDED APPROVAL							
	DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR	
C	Mark R. Sisher	Pictoria &. Moreland	X/A	Brian W. McGonagle	Gregory &. ACagen	Benjamin R. Obiegel	
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED OTHER			APPRO APPRO DENIE	OVED as AMENDED D RRED to			

Background (continued)

Contract Number	
Vendor Number	

LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

GENERAL ARCHITECTURAL AND ENGINEERING SERVICES

LOQ 19-28

THIS AGREEMENT is entered this _____ day of _______, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and RS&H, Inc., a Florida corporation having a business address of 10748 Deerwood Park Boulevard South, Jacksonville, FL 32256, FEI No. 59-2986466, ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to enter a continuing contract to obtain the professional architectural and engineering services of Consultant to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA") to obtain the professional services described above and has selected Consultant to provide those services; and

WHEREAS, the Parties have agreed that this Agreement is intended to be a "Continuing Contract" as defined in, and subject to the requirements of, the CCNA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1. Consultant shall provide professional architectural and engineering services to Authority on a continuing basis, as described in Schedule "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional architectural and engineering consultant for various projects and providing the customary services associated therewith.
- 2.2. This Agreement has been solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, as amended. All requested services will be limited to projects and tasks that do not exceed the statutory limits where construction costs do not exceed \$2 million or the fee for study activities does not exceed \$200,000. Professional services for Projects that exceed the statutory thresholds will be obtained by separate competitive solicitation.
- 2.3. Consultant has represented to Authority that it has special expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be subject to

Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date").

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

- 4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.
- 4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.
- 4.3. Employ and designate a qualified licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this

Agreement. Consultant's Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager shall be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

- 4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.
- 4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.
- 4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work and materials

furnished hereunder by the Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

- 4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.
- 4.8. Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization. Authority shall provide the Consultant with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization.
- 4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees

to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.

ARTICLE 5 - RESPONSIBILITY FOR ESTIMATES

- 5.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant shall insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant's evaluations or estimate(s) shall be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).
- 5.2. <u>Budget Evaluations</u> Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. This type of evaluation shall be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.
- 5.3. <u>Construction Estimates</u> When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and judgment, shall insure that all estimates represent Consultant's best judgment as a professional familiar with the construction industry and shall be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

- (A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.
- (B) Consultant shall certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications shall be in a form approved by Authority.
- (C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

- (D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the resolicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.
- (E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate shall be recoverable by the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.
- (F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by

applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc., publication.

If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such circumstances the Authority concurs with the Consultant's recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 6 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

- 6.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with any Project or Task.
- 6.2. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; and revising previously accepted studies,

reports, designs or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports, designs or documents, or that are due to any causes beyond Consultant's control and fault.

- 6.3. Providing models for Authority's use.
- 6.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.
- 6.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.
- 6.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- 6.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).
- 6.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional architectural and engineering practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional

services requested under this Agreement and shall be provided and performed in accord

with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

- 7.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, Executive Director, Deputy Executive Director Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.
- 7.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated

or committed to pay Consultant.

- 7.3. Provide all criteria and information requested by Consultant as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.
- 7.4. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.
- 7.5. Arrange access, in accord with Authority's security regulations, for Consultant to enter any project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant's normal business hours.
- 7.6. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 8 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

- 8.1. Consultant shall not commence work under this Agreement until it receives a written Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Schedule "E," and signed by both parties.
- 8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form or Contract Amendment.
- 8.3. If Consultant is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies,

acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

- 8.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services relating to a specific Task Authorization hereunder have not been completed within twenty-four (24) months of the date that Task Authorization was signed by both parties, Consultant's compensation for that Task shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.
- 8.5. If Consultant fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to

Authority's satisfaction that Consultant's performance is or will shortly be back on schedule.

ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT

- 9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations executed by the parties, based on the Fee Schedule set out in Schedule "B", "Basis of Compensation," which is attached hereto and incorporated by reference. Consultant will be compensated on either a lump-sum basis on completion of a particular Task or over the course of Consultants' services for Work in Progress, based on a monthly statement of services, as follows:
- (1) <u>Lump Sum</u> Upon Authority's acceptance of Consultants' work,
 Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract
 Amendment.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subconsultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments, and/or Task Authorizations agreed to in writing by both parties to this Agreement.

(2) <u>Monthly Statements</u> - Consultant may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice shall be itemized to correspond

to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

- (3) <u>Non-personnel Reimbursable Expenses</u> Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated herein.
- (4) **Not-To-Exceed Fee(s)** When all, or any portion, of the Consultant's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:
- a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and
- b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and
- c. With the understanding and agreement that the Authority shall pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show

evidence satisfactory to the Authority covering all such costs and expenses; and

- d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the Authority; and
- e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).
- (5) <u>Authorization to Commit Funds</u> All Tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.
- 9.2. Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to

the amount of any Consultant's invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.

- 9.3. Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.
- 9.4. If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.
- 9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.
- 9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Consultant shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated,

canceled or decreased.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior approval from the Authority. The Authority shall review the need for such request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 10 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 11 - PUBLIC RECORDS

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) <u>Airport Security Plans</u> - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint,

drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

- (2) <u>Building Plans</u> Consultant further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
- (3) <u>Airport Security Systems</u> Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and all information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

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

Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Consultant hereunder.

Consultant shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

ARTICLE 12 - CONSULTANT'S PUBLIC RECORDS OBLIGATIONS

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

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504,

11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; http://www.flylcpa/public records.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Consultant under this Agreement shall be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.

ARTICLE 14 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 15 - INDEMNIFICATION

15.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on

account of personal injury, property damage, loss of monies, or other loss to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive acceptance of the services provided under this Agreement and payment therefore by Authority.

Further, Consultant's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in Request for Qualifications, LOQ 19-28, are specifically incorporated by reference as if set forth in full herein.

15.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 15.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 16 - INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Consultant further agrees to provide Authority's Risk Manager with advance written notice of the cancellation or non-renewal of any required insurance coverage and to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Consultant must obtain insurance

coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business with the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this

Agreement.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.4, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Consultant under this Agreement and shall contain the severability of interests provisions.

16.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. <u>Professional Liability Insurance (Errors and Omissions)</u> - Consultant shall maintain professional liability insurance appropriate to its profession and insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$2,000,000 per occurrence or claim. Consultant must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Consultant shall promptly submit a Certificate of

Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

16.2.2. <u>Commercial General Liability Insurance</u> - Consultant shall maintain commercial general liability insurance on an Occurrence Form. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. Limits of coverage shall not be less than the following:

Each Occurrence Personal and Advertising Injury \$1,000,000 Products and Completed Operations \$2,000,000

16.2.3. <u>Automobile Liability Insurance</u> shall be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$5,000,000

16.2.4. <u>Worker's Compensation and Employers Liability Insurance</u> shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation

Florida Statutory Requirements

Employer's Liability
Each Accident

\$500,000

Disease Each Employee

\$500,000

16.2.5. Consultant must use Authority's Certificate of Insurance attached as Schedule "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Consultant's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the Work, renewal Certificates of Insurance on an acceptable form must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration. Copies of the renewal policies shall also be furnished to the Risk Manager if requested by Authority.

16.2.6. If Consultant does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 17 - SERVICES BY CONSULTANT'S OWN STAFF

Services to be performed hereunder shall be performed by Consultant's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Consultant, as independent contractor or otherwise, shall be subject to the prior written approval of Authority. No provision of this Agreement shall, however, be construed as constituting an agreement between Authority

and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this Agreement.

ARTICLE 18 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

ARTICLE 19 - AIRPORT SECURITY REQUIREMENTS

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

Consultant therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Consultant, its agents, employees, subconsultants, subcontractors, or invitees.

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. Should Consultant fail to surrender these items within five (5) days, the Consultant shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

ARTICLE 20 - TERMINATION OR SUSPENSION

20.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin

work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

- 20.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant's remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 20.3. below.
- 20.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.
 - 20.4. Upon termination, Consultant shall deliver to Authority all original papers,

records, documents, drawings, models, and other material set forth and described in this Agreement.

20.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 21 - TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 22 - SECURING AGREEMENT

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and made

a part hereof as Schedule "D". The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE 23 - CONFLICT OF INTEREST

23.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

Consultant represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance.

If Consultant, for itself and on behalf of its subconsultants or subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such subconsultants or subcontractors under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise Consultant, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a

conflict of interest exists. If Authority determines that there is a conflict of interest, Consultant or such subconsultant or subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If Consultant or a subconsultant or subcontractor accepts any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by Consultant or a subconsultant or subcontractor under this Agreement, then Consultant or such subconsultant or subcontractor agrees to promptly terminate the representation. Consultant shall require each of its subconsultant or subcontractors to comply with the provisions of this Article.

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

23.2. <u>Conflict of Interest - Projects</u> - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently \$2 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The Consultant may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

ARTICLE 24 - NOTICES AND ADDRESS OF RECORD

24.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

RS&H, Inc. 10748 Deerwood Park Boulevard South Jacksonville, FL 32256 ATTENTION:

24.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 25 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other

agreements with third parties that give Consultant and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

ARTICLE 26 - MISCELLANEOUS

- 26.1. Services provided by the Consultant under this Agreement shall be performed in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.
- 26.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 26.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.
- 26.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 26.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.
- 26.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding

shall have no force or effect whatever on this Agreement.

ARTICLE 27 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify Consultant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of \$25,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 28 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers

Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 29 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 30 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 31 - E-VERIFY

Consultant agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

- 31.1. All persons employed by Consultant during the term of this Agreement.
- 31.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services under the Agreement.

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

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

Compliance with the terms of this Article 29 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the

Agreement and grounds for immediate termination.

ARTICLE 32 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

- 32.1. <u>Compliance with Regulations</u>. Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- 32.2. <u>FAA Nondiscrimination Clause</u>. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.
- 32.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 32.4. <u>Information and Reports</u>. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 32.5. <u>Sanctions for Noncompliance</u>. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or
 - (b) cancellation, termination, or suspension of the Agreement, in whole or in part.
- 32.6. <u>DBE Policy</u>. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Consultant agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard,

Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

32.7. <u>Prompt Payment Requirements</u>. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Consultant agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Consultant receives from Authority. Consultant agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

32.8. <u>Incorporation of Provisions</u>. Consultant shall include the provisions of paragraphs 32.1. through 32.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of

such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 33 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

ARTICLE 34 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for indirect or consequential losses or damaged, and punitive damages, whether arising in contract, warranty, tort, negligence, strict liability, or otherwise, including but not limited to losses of profits, use, excess construction costs, alternative means or methods, or losses of funding.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

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

ATTEST:	Consultant: RS&H, Inc.
	/s/ Lisa Roberts, Executive Vice President
	Bv.
(Witness)	B <u>y:</u> Title:
(Witness)	Date:(CORPORATE SEAL)
ATTEST: LINDA DOGGETT, CLERK OF COURT Florida	Authority: LEE COUNTY PORT AUTHORITY, a political subdivision of the State of
By: Deputy Clerk	By: Chair or Vice Chair
	Approved as to Form for the Reliance of Lee County Port Authority Only:
	By: Office of the Port Authority Attorney
FAA APPROVED:	
By: Date	
FDOT APPROVED:	
By:	
Date	

SCHEDULE "A"

SCOPE OF SERVICES

Consultant will provide General Architectural and Engineering Services in conjunction with the operation, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida. Consultant will serve as an extension of staff for a variety of small, medium, and large architectural, engineering, and miscellaneous projects/tasks. All services will be pursuant to Section 287.055, Florida Statutes, and therefore will be limited to projects and tasks that do not exceed the statutory limits for projects where construction costs do not exceed \$2,000,000 or for study activities when the fee does not exceed \$200,000. Professional services for projects or tasks that exceed either statutory threshold will be obtained by separate competitive solicitation.

Pursuant to recent guidance by FDOT (and in anticipation of the incorporation of this new guidance into future state grants), any consultant firm, or its affiliate, that has developed the scope of services or the solicitation documents for a particular project phase is ineligible to compete for that phase of the project for which they developed the solicitation documents. A consultant providing services under this Agreement may be requested to develop concepts and prepare cost estimates used in the solicitation of projects where estimated construction costs exceed \$2 million. Since the Authority desires to keep all projects eligible to receive future state grant funding, if Consultant performs early work on a given project, and the estimated construction costs will exceed \$2 million, then Consultant will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project.

A broad range of professional disciplines, analysis, and expertise is expected to be needed during the term of this Agreement. The Authority will have the right to reject any individual or subconsultant firm submitted by the Consultant to provide services under the Agreement. Services to be provided are outlined below:

- Architecture
- Engineering
- Landscape Architecture
- Surveying and Mapping
- Planning and Permitting
- Concept Refinement and Conceptual Design Analyses, Program Definition and Development
- Project Reporting and Presentations
- Bidding Assistance

- Design Development
 - Roadway, Landscaping, and Drainage Plans and Technical Specifications
 - Cost Estimating and Budgeting
 - Soil Testing and Analyses
 - Contamination Clean-up
 - Geotechnical Testing and Analyses
- Construction Administration
 - Performing Project Inspections
 - Responding to Requests for Information
 - Clarifying or Interpreting Plans and Specifications
 - Conducting Field Site Visits
 - Review Proposed Contract Amendments
 - Preparing Project Plan Changes
 - Reviewing Contractor Pay Applications
 - Reviewing Contractor submittals, shop drawings and samples for conformance with the Contract Documents
 - Providing Engineering Project Certifications
- Construction Services
 - Providing Cost and Schedule Control
 - Serving as the Port Authority's Field Representative
 - Recommending Payments applicable to Contractor Pay Applications
 - Providing Project Certifications
- Management of various subconsultant engineering subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of design and engineering related projects
- General engineering analyses
- Civil, sanitary, structural, mechanical, electrical, surveying, building, geotechnical and other related engineering disciplines
- Preparation of detailed contract plans, specifications and construction bid documents
- Preliminary and final cost estimate preparation
- Project-related environmental permitting
- Code compliance
- Interior design
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Land acquisition assistance including, but not limited to, right-of-way analyses
- Preparation of legal descriptions, etc.
- Construction Administration
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation

- Claims evaluation
- Safety Management Systems
- Energy Audits
- Building Information Modeling
- Surface Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination
- All other duties related to the services outlined above and as deemed necessary by Authority to successfully accomplish an airport development project.
- Project-related environmental permitting
- Code compliance
- Interior design
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Land acquisition assistance including, but not limited to, right-of-way analyses
- Preparation of legal descriptions, etc.
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation
- Claims evaluation
- Safety Management Systems
- Energy Audits
- Building Information Modeling
- Surface Water Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination

The above-mentioned services will be performed on the following types of projects, including but not limited to: runway, taxiway, aircraft parking apron, roadway and drainage/infrastructure improvements; storm water management systems; parking garages; passenger boarding bridges; security checkpoints; airfield electrical, signage and pavement marking improvements; corporate hangar and T-hangar buildings; terminal and other building renovations and expansions; vehicle parking and revenue control/Automated Vehicle Identification/Closed Circuit Television systems; utility and landscaping improvements; building and communications systems improvements; baggage handling system modifications; environmental mitigation; GIS implementation and navigational aids.

SCHEDULE "B"

BASIS OF COMPENSATION (HOURLY RATES)

Project Officer	\$245.00
Sr. Project Officer	\$195.00
Project Manager	\$185.00
Sr. Engineer	\$180.00
Engineer	\$120.00
Engineer Intern	\$100.00
Sr. Architect	\$190.00
Architect	\$140.00
Intern Architect	\$ 95.00
Interior Designer	\$110.00
Technician/Designer	\$100.00
Administrative Assistant	\$ 85.00

SCHEDULE "B-1"

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ITEM	BASIC OF CHARGE		
Telephone (Long Distance)	At Cost		
Telegraph	At Cost		
Postage	At Cost		
Shipping Material	At Cost		
Commercial Air Travel	Coach Fare or Best		
	Available Rate		
Automobile Travel	Reimbursed as set by		
	§112.061(7)(d)1. F.S.		
Lodging (Per Person)	At Cost - Single		
	Occupancy Rate Only		
Meals (Breakfast)	\$ 6.00 *n.t.e.		
(Lunch)	\$11.00 *n.t.e.		
(Dinner)	\$19.00 *n.t.e.		
Reproduction (Photocopy) 8-1/2" x 11"	\$ 0.10/Page		
8-1/2" x 14"	\$ 0.15/Page		
11" x 14"	\$ 0.15/Page		
Reproduction (Blue/White Prints)	\$ 0.10/sq. ft.		
Printing	At Cost		
Binding	At Cost		
Computer Equipment	\$20.00/hour *n.t.e.		
Other			

*Reimbursed at Actual Cost,

not to exceed stated amount.

Client#: 54281 RS&H

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

CONTACT Katie Kresner				
PHONE (A/C, No, Ext): 770.552.4225	(c, No): 866.550.4082			
E-MAIL ADDRESS: Katie.Kresner@greyling.com				
INSURER(S) AFFORDING COVERAGE				
NSURER A : Hartford Casualty Ins. Co.	29424			
NSURER B : Hartford Casualty Ins. Co.	29424			
NSURER C : Lloyds of London				
NSURER D :				
NSURER E :				
NSURER F:				
	PHONE ALC, NO, Ext): 770.552.4225 [FA]			

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY			20UUNOK8018	06/28/2019	06/28/2020		\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	Χ	UMBRELLA LIAB X OCCUR			20HHUOK8019	06/28/2019	06/28/2020	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED X RETENTION \$10,000							\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Mai	ndatory in NH)	147.6					E.L. DISEASE - EA EMPLOYEE	\$
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
С	C Professional Liab				B0146LDUSA1904894	06/28/2019	19 06/28/2020 Per Claim \$5,000,000		0
С	Ex	cess Prof Liab			B0146LDUSA1904895	06/28/2019	06/28/2020	Aggregate \$5,000,00	00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Opportunity #: 2-2020-01384.

Lee County Port Authority, Southwest Florida International Airport (RSW) and Page Field (FMY) are named as

an Additional Insured with respects to General Liability where required by written contract.

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

(See Attached Descriptions)

CERTIFICATE HOLDER

OEKTII IOATE HOEDEK	DANGELLATION
Lee County Port Authority 16000 Chamberlin Parkway, Suite 8671	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Myers, FL 33913-0000	AUTHORIZED REPRESENTATIVE
	DAH. Gling

CANCELL ATION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in liqu of such endorsement(s)

th	is certificate does not confer rights to	the o	certifi	cate holder in lieu of such		` '				
PRO	DUCER				CONTA NAME:	LUII Duvai	I CIC			
Brown & Brown of Florida, Inc.			PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440				04) 565-2440			
10151 Deerwood Park Blvd			E-MAIL ADDRE	Iduvall@b	bjax.com					
Bldg	100, Ste 100				7133112		SURER(S) AFFOR	RDING COVERAGE		NAIC#
Jacksonville FL 32256				FL 32256	INSURE	l lauttaud		ance Company		29424
INSU	RED				INSURE	Turin City	Fire Insuranc	e Company		29459
RS & H Inc.					INSURE			-		
10748 Deerwood Park Blvd					INSURE			-		
					INSURE					
	Jacksonville			FL 32256	INSURE					
CO	/ERAGES CER	TIFIC	ATE	NUMBER: 19/20				REVISION NUMB	ER:	
IN CI	IIS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQUENTIFICATE MAY BE ISSUED OR MAY PERT (CLUSIONS AND CONDITIONS OF SUCH PO	IREME AIN, T DLICIE	ENT, TE HE INS	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTRA E POLIC	ACT OR OTHER IES DESCRIBEI	DOCUMENT \ D HEREIN IS S	WITH RESPECT TO	WHICH THIS	
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE		
	CLAIMS-MADE OCCUR							PREMISES (Ea occurre	ence) \$	
								MED EXP (Any one pe	rson) \$	
								PERSONAL & ADV IN.	JURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA	TE \$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/C	OPAGG \$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE L (Ea accident)	IMIT \$	1,000,000
	X ANY AUTO							BODILY INJURY (Per p	person) \$	
Α	OWNED SCHEDULED AUTOS ONLY	Υ	Υ	21UENHN9665		06/28/2019	06/28/2020	BODILY INJURY (Per a		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								PIP-Basic	\$	10,000
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION							➤ PER STATUTE	OTH- ER	
_	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	l	\ \ \	04\A/D A COFFE		40/04/0040	40/04/0000	E.L. EACH ACCIDENT	·	1,000,000
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	21WBAC3FFF		12/01/2019	12/01/2020	E.L. DISEASE - EA EM		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC		1,000,000
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
Opportunity #: 2-2020-01384										
Lee County Port Authority, Southwest Florida International Airport (RSW) and Page Field (FMY) are included as Additional Insured on a primary and non-contributory basis with respect to the Auto Liability policy when required by written contract. Waiver of subrogation in favor of Lee County Port Authority, Southwest Florida International Airport (RSW) and Page Field (FMY) is included with respect to the Auto Liability and Workers Compensation policies when required by written contract. 30 day notice of cancellation provided per policy provisions.										
CEF	RTIFICATE HOLDER				CANC	ELLATION				
THE EXPIR				ULD ANY OF T	ATE THEREO	SCRIBED POLICIES F, NOTICE WILL BE Y PROVISIONS.				

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16000 Chamberlin Parkway

Suite 8671 Fort Myers

FL 33913

AUTHORIZED REPRESENTATIVE



Lee County Port Authority 11000 Terminal Access Road., Suite 8671 Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

SCHEDULE "D"

		DATE:
	TRUTH IN NEGOTIA	ATION CERTIFICATE
entering into	o a Professional Services Agreei	the undersigned as a condition precedent to ment with the Board of Port Commissioners of nown as:
Before me,	the undersigned Authority, pers	onally appeared
identificatio	n, or is personally known nd statements contained herein	provided as to me, who having personal knowledge as to after being duly sworn, deposed and stated
1.		ched to and constitute an integral part of the ices Agreement as provided in Article 13.
2.	costs supporting the comper	fies that the wage rates and other factual unit nsation on which this Professional Services accurate, complete, and current on the date
3.		herein may be relied upon by Authority and the the legal effect and obligations imposed upon strument under oath.
		fessional Services Agreement referred to as
Consultant,	doing business as:	RS&H, Inc
		By:/s/ Lisa Roberts, Executive Vice President
		Print Name
		Address
	ng instrument was acknowledged	d and executed before me by the above signed
		NOTARY PUBLIC, State of
		Name Printed or Stamped Commission Expires: Commission Number:

SCHEDULE "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONT	RACT (AGREEN	MENT) NAME:		
TASK	NO.:			
TASK	AUTHORIZATIC	N FORM NO.:		<u></u>
-	-	d execution of this Task ving services are authoriz		n by both parties to the
(1)	Check One: _	A) See Agreement	Referenced Above	
		OR		
	-	B) See Attachment	A	
(2)	Amount(s) prev	iously Authorized under thi	s Task: \$	
(3)	Amount Authori	zed by this Authorization:	\$	
(4)	Total Amount of	f Authorization under this T	ask: \$_	
(5)	Time to comple Calendar Days	ete services outlined under	this Task Authoriza	tion:
(6)		erstood between both part oproval from the FAA and/o		
	CONSULTANT	'S ACCEPTANCE		
	lame of Firm	Print Authorized Nar	me Au	horized Signature
	LCPA PROJEC	T MANAGER'S ACCEPTA	NCE	
LCPA				Prin
	ized Name	Authorized Signature	e Date	·
	FAA/FDOT APF	PROVAL		
FDOT:			FAA:	
Signat Date:	ure-FDOT Repre		Signature-FAA Re Date:	presentative

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

execution of a contract between the Port Authority and Hole I Inc. to provide General Architectural and Engineering Service 2. FUNDING SOURCE: N/A 3. TERM: Three (3) years 4. WHAT ACTION ACCOMPLISHES: Competitively selects one (two (2) firms to perform General Architectural and Engineerin Services under a continuing contract.	6. <u>ASMC MEETING DATE</u> : 6/16/2020
8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION X CONSENT ADMINISTRATIVE	9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME Mark Fisher DIV. Development

On March 12, 2020, after competitive selection, the Board designated Hole Montes, Inc., as the second top ranked firm to provide General Architectural and Engineering (A&E) Services for the Port Authority and authorized staff to proceed with contract negotiations with the top two (2) ranked firms. Based on the Board's direction, staff has negotiated a basic

• Three (3) year contract term with no options for extension.

professional services agreement with Hole Montes as summarized below:

1. REQUESTED MOTION/PURPOSE: Request Board authorize

- A&E work on projects with an estimated construction cost under \$2M or study activity whereby the fee does not exceed \$200,000, apply to this contract in accordance with Florida Statutes and commensurate with other Port Authority Continuing contracts. Florida House Bill 441 has recently modified and increased these limits to allow A&E work on projects with an estimated construction cost under \$4M or study activity whereby the fee does not exceed \$500,000. This bill is pending the Governor's signature, with an anticipated effective date of July 1, 2020, if approved. All A&E work on projects that exceed statutory limits will be competitively advertised under a separate competitive solicitation.
- All Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment:

Professional Service Agreement

11. RECOMMENDED APPROVAL COMMUNICATIONS OTHER FINANCE PORT ATTORNEY ACTING EXECUTIVE **DEPUTY EXEC** AND MARKETING DIRECTOR **DIRECTOR** Victoria 🐯. N/A Srian W. Gregory OS. Mark R. Sisher Benjamin R. **Siegel** Moreland Mc Gonagle **Cagen** 12. SPECIAL MANAGEMENT COMMITTEE 13. PORT AUTHORITY ACTION: **RECOMMENDATION: APPROVED APPROVED** APPROVED as AMENDED APPROVED as AMENDED **DENIED DENIED** DEFERRED to **OTHER OTHER**

Contract Number	
Vendor Number	

LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

GENERAL ARCHITECTURAL AND ENGINEERING SERVICES

LOQ 19-28

THIS AGREEMENT is entered this _____ day of _______, 2020, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and Hole Montes, Inc., a Florida corporation, and having a business address of 950 Encore Way, Naples, FL 34110, FEI No. 59-1518838, ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to enter a continuing contract to obtain the professional architectural and engineering services of Consultant to benefit various Authority projects at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA") to obtain the professional services described above and has selected Consultant to provide those services; and

WHEREAS, the Parties have agreed that this Agreement is intended to be a "Continuing Contract" as defined in, and subject to the requirements of, the CCNA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1. Consultant shall provide professional architectural and engineering services to Authority on a continuing basis, as described in Schedule "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional architectural and engineering consultant for various projects and providing the customary services associated therewith.
- 2.2. This Agreement has been solicited and awarded as a continuing contract under Section 287.055, Florida Statutes, as amended. All requested services will be limited to projects and tasks that do not exceed the statutory limits where construction costs do not exceed \$2 million or the fee for study activities does not exceed \$200,000. Professional services for Projects that exceed the statutory thresholds will be obtained by separate competitive solicitation.
- 2.3. Consultant has represented to Authority that it has special expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be subject to

Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the "Expiration Date").

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

- 4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.
- 4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.
- 4.3. Employ and designate a qualified licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this

Agreement. Consultant's Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager shall be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

- 4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.
- 4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.
- 4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work and materials

furnished hereunder by the Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

- 4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.
- 4.8. Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization. Authority shall provide the Consultant with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization.
- 4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees

to coordinate its efforts with Authority's other architects, engineers, designers, contractors, or construction managers for that work.

ARTICLE 5 - RESPONSIBILITY FOR ESTIMATES

- 5.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant shall insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant's evaluations or estimate(s) shall be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).
- 5.2. <u>Budget Evaluations</u> Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. This type of evaluation shall be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.
- 5.3. <u>Construction Estimates</u> When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and judgment, shall insure that all estimates represent Consultant's best judgment as a professional familiar with the construction industry and shall be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

- (A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.
- (B) Consultant shall certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications shall be in a form approved by Authority.
- (C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

- (D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the resolicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.
- (E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate shall be recoverable by the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.
- (F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by

applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc., publication.

If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such circumstances the Authority concurs with the Consultant's recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 6 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

- 6.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with any Project or Task.
- 6.2. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; and revising previously accepted studies,

reports, designs or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports, designs or documents, or that are due to any causes beyond Consultant's control and fault.

- 6.3. Providing models for Authority's use.
- 6.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.
- 6.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.
- 6.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- 6.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).
- 6.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional architectural and engineering practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional

services requested under this Agreement and shall be provided and performed in accord

with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

- 7.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, Executive Director, Deputy Executive Director Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.
- 7.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated

or committed to pay Consultant.

- 7.3. Provide all criteria and information requested by Consultant as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.
- 7.4. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.
- 7.5. Arrange access, in accord with Authority's security regulations, for Consultant to enter any project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant's normal business hours.
- 7.6. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 8 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

- 8.1. Consultant shall not commence work under this Agreement until it receives a written Contract Amendment or a Task Authorization, in substantially the form attached and incorporated by reference as Schedule "E," and signed by both parties.
- 8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form or Contract Amendment.
- 8.3. If Consultant is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies,

acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

- 8.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services relating to a specific Task Authorization hereunder have not been completed within twenty-four (24) months of the date that Task Authorization was signed by both parties, Consultant's compensation for that Task shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.
- 8.5. If Consultant fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to

Authority's satisfaction that Consultant's performance is or will shortly be back on schedule.

ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT

- 9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations executed by the parties, based on the Fee Schedule set out in Schedule "B", "Basis of Compensation," which is attached hereto and incorporated by reference. Consultant will be compensated on either a lump-sum basis on completion of a particular Task or over the course of Consultants' services for Work in Progress, based on a monthly statement of services, as follows:
- (1) <u>Lump Sum</u> Upon Authority's acceptance of Consultants' work,
 Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract
 Amendment.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subconsultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments, and/or Task Authorizations agreed to in writing by both parties to this Agreement.

(2) <u>Monthly Statements</u> - Consultant may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice shall be itemized to correspond

to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

- (3) <u>Non-personnel Reimbursable Expenses</u> Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated herein.
- (4) **Not-To-Exceed Fee(s)** When all, or any portion, of the Consultant's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task shall be made on the following basis:
- a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and
- b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and
- c. With the understanding and agreement that the Authority shall pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show

evidence satisfactory to the Authority covering all such costs and expenses; and

- d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the Authority; and
- e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).
- (5) <u>Authorization to Commit Funds</u> All Tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.
- 9.2. Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to

the amount of any Consultant's invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.

- 9.3. Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.
- 9.4. If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.
- 9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.
- 9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Consultant shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated,

canceled or decreased.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior approval from the Authority. The Authority shall review the need for such request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 10 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 11 - PUBLIC RECORDS

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) <u>Airport Security Plans</u> - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint,

drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

- (2) <u>Building Plans</u> Consultant further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
- (3) <u>Airport Security Systems</u> Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and all information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

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

Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Consultant hereunder.

Consultant shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

ARTICLE 12 - CONSULTANT'S PUBLIC RECORDS OBLIGATIONS

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

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; http://www.flylcpa/public records.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Consultant under this Agreement shall be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.

ARTICLE 14 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 15 - INDEMNIFICATION

15.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but not

limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive acceptance of the services provided under this Agreement and payment therefore by Authority.

Further, Consultant's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in Request for Qualifications, LOQ 19-28, are specifically incorporated by reference as if set forth in full herein.

15.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 15.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 16 - INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Consultant further agrees to provide Authority's Risk Manager with advance written notice of the cancellation or non-renewal of any required insurance coverage and to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after

execution of this Agreement by both parties, the Consultant must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business with the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies

shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.4, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Consultant under this Agreement and shall contain the severability of interests provisions.

16.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. <u>Professional Liability Insurance (Errors and Omissions)</u> - Consultant shall maintain professional liability insurance appropriate to its profession and insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$2,000,000 per occurrence or claim. Consultant must continue this coverage for a period of not less than five (5) years after

completion of its services to Authority. Consultant shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

16.2.2. <u>Commercial General Liability Insurance</u> - Consultant shall maintain commercial general liability insurance on an Occurrence Form. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. Limits of coverage shall not be less than the following:

Each Occurrence Personal and Advertising Injury \$1,000,000 Products and Completed Operations \$2,000,000

16.2.3. <u>Automobile Liability Insurance</u> shall be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$5,000,000

16.2.4. <u>Worker's Compensation and Employers Liability Insurance</u> shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements

Employer's Liability
Each Accident \$500,000
Disease Each Employee \$500,000

16.2.5. Consultant must use Authority's Certificate of Insurance attached as Schedule "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Consultant's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the Work, renewal Certificates of Insurance on an acceptable form must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration. Copies of the renewal policies shall also be furnished to the Risk Manager if requested by Authority.

16.2.6. If Consultant does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 17 - SERVICES BY CONSULTANT'S OWN STAFF

Services to be performed hereunder shall be performed by Consultant's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Consultant, as independent contractor or otherwise, shall be subject to the prior written approval of Authority. No provision of this Agreement shall, however, be construed as constituting an agreement between Authority

and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this Agreement.

ARTICLE 18 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

ARTICLE 19 - <u>AIRPORT SECURITY REQUIREMENTS</u>

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

Consultant therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Consultant, its agents, employees, subconsultants, subcontractors, or invitees.

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant shall surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. Should Consultant fail to surrender these items within five (5) days, the Consultant shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

ARTICLE 20 - TERMINATION OR SUSPENSION

20.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in

part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

- 20.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant's remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 19.3. below.
- 20.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

- 20.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
- 20.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 21 - TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 22 - SECURING AGREEMENT

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule "D". The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE 23 - CONFLICT OF INTEREST

23.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

Consultant represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance.

If Consultant, for itself and on behalf of its subconsultants or subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such subconsultants or subcontractors under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise Consultant, in writing, within

ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, Consultant or such subconsultant or subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If Consultant or a subconsultant or subcontractor accepts any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by Consultant or a subconsultant or subcontractor under this Agreement, then Consultant or such subconsultant or subcontractor agrees to promptly terminate the representation. Consultant shall require each of its subconsultant or subcontractors to comply with the provisions of this Article.

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

23.2. <u>Conflict of Interest - Projects</u> - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently \$2 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The Consultant

may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

ARTICLE 24 - NOTICES AND ADDRESS OF RECORD

24.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

Hole Montes, Inc. 6200 Whiskey Creek Drive Fort Myers, Florida 33919 ATTENTION: Richard Brylanski

24.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 25 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of

the Authority. This Agreement shall not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give Consultant and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

ARTICLE 26 - MISCELLANEOUS

- 26.1. Consultant, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.
- 26.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 26.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.
- 26.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 26.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.
 - 26.6. This Agreement, including any Addenda and referenced Schedules and

Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

ARTICLE 27 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify Consultant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of \$25,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 28 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action

brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 29 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 30 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 31 - E-VERIFY

Consultant agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

- 31.1. All persons employed by Consultant during the term of this Agreement.
- 31.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services under the Agreement.

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

Consultant agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subconsultants and subcontractors as provided above, and to make such records available to the Authority or

other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article 29 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 32 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

- 32.1. <u>Compliance with Regulations</u>. Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- 32.2. <u>FAA Nondiscrimination Clause</u>. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.
- 32.3. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of

materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 32.4. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 32.5. <u>Sanctions for Noncompliance</u>. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or
 - (b) cancellation, termination, or suspension of the Agreement, in whole or in part.
- 32.6. <u>DBE Policy</u>. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Consultant

agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

32.7. <u>Prompt Payment Requirements</u>. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Consultant agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Consultant receives from Authority. Consultant agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

32.8. Incorporation of Provisions. Consultant shall include the provisions of paragraphs 32.1. through 32.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter

into such litigation to protect the interests of the United States.

ARTICLE 33 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

ARTICLE 34 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for indirect or consequential losses or damaged, and punitive damages, whether arising in contract, warranty, tort, negligence, strict liability, or otherwise, including but not limited to losses of profits, use, excess construction costs, alternative means or methods, or losses of funding.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

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

ATTEST:

(Witness)

(Witness)

Consultant: HOLE MONTES, Inc.

BY: ACHARD BRYLANSKI

Title: VICE PES

Date:

CORPORATE SEAL)

ATTEST: LINDA DOGGETT, CLERK OF COURT	Authority: LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Chair or Vice Chair
	Approved as to Form for the Reliance of Lee County Port Authority Only:
	By: Office of the Port Authority Attorney
FAA APPROVED:	
By: Date	
FDOT APPROVED:	
Ву:	
Date	

SCHEDULE "A"

SCOPE OF SERVICES

Consultant will provide General Architectural and Engineering Services in conjunction with the operation, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida. Consultant will serve as an extension of staff for a variety of small, medium, and large architectural, engineering, and miscellaneous projects/tasks. All services will be pursuant to Section 287.055, Florida Statutes, and therefore will be limited to projects and tasks that do not exceed the statutory limits for projects where construction costs do not exceed \$2,000,000 or for study activities when the fee does not exceed \$200,000. Professional services for projects or tasks that exceed either statutory threshold will be obtained by separate competitive solicitation.

Pursuant to recent guidance by FDOT (and in anticipation of the incorporation of this new guidance into future state grants), any consultant firm, or its affiliate, that has developed the scope of services or the solicitation documents for a particular project phase is ineligible to compete for that phase of the project for which they developed the solicitation documents. A consultant providing services under this Agreement may be requested to develop concepts and prepare cost estimates used in the solicitation of projects where estimated construction costs exceed \$2 million. Since the Authority desires to keep all projects eligible to receive future state grant funding, if Consultant performs early work on a given project, and the estimated construction costs will exceed \$2 million, then Consultant will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project.

A broad range of professional disciplines, analysis, and expertise is expected to be needed during the term of this Agreement. The Authority will have the right to reject any individual or subconsultant firm submitted by the Consultant to provide services under the Agreement. Services to be provided are outlined below:

- Architecture
- Engineering
- Landscape Architecture
- Surveying and Mapping
- Planning and Permitting
- Concept Refinement and Conceptual Design Analyses, Program Definition and Development
- Project Reporting and Presentations
- Bidding Assistance
- Design Development
 - Roadway, Landscaping, and Drainage Plans and Technical Specifications
 - Cost Estimating and Budgeting
 - Soil Testing and Analyses

- Contamination Clean-up
- Geotechnical Testing and Analyses
- Construction Administration
 - Performing Project Inspections
 - Responding to Requests for Information
 - Clarifying or Interpreting Plans and Specifications
 - Conducting Field Site Visits
 - Review Proposed Contract Amendments
 - Preparing Project Plan Changes
 - Reviewing Contractor Pay Applications
 - Reviewing Contractor submittals, shop drawings and samples for conformance with the Contract Documents
 - Providing Engineering Project Certifications
- Construction Services
 - Providing Cost and Schedule Control
 - Serving as the Port Authority's Field Representative
 - Recommending Payments applicable to Contractor Pay Applications
 - Providing Project Certifications
- Management of various subconsultant engineering subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of design and engineering related projects
- General engineering analyses
- Civil, sanitary, structural, mechanical, electrical, surveying, building, geotechnical and other related engineering disciplines
- Preparation of detailed contract plans, specifications and construction bid documents
- Preliminary and final cost estimate preparation
- Project-related environmental permitting
- Code compliance
- Interior design
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Land acquisition assistance including, but not limited to, right-of-way analyses
- Preparation of legal descriptions, etc.
- Construction Administration
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation
- Claims evaluation
- Safety Management Systems
- Energy Audits
- Building Information Modeling

- Surface Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination
- All other duties related to the services outlined above and as deemed necessary by Authority to successfully accomplish an airport development project.
- Project-related environmental permitting
- Code compliance
- Interior design
- Application assistance (including, but not limited to, grant and permitting applications)
- Local, state and federal permitting
- Airline Coordination
- FAA/FDOT Coordination
- Feasibility studies, project development and conceptual analyses
- Graphics and written/oral presentations
- Miscellaneous research studies, data collection and report generation
- Land acquisition assistance including, but not limited to, right-of-way analyses
- Preparation of legal descriptions, etc.
- Testing services and investigative analyses
- Value engineering, critical path analysis, general conditions preparation and interpretation
- Claims evaluation
- Safety Management Systems
- Energy Audits
- Building Information Modeling
- Surface Water Management Systems
- Providing DBE opportunities
- Database and GIS Assistance
- Internet and Intranet Portal Coordination

The above-mentioned services will be performed on the following types of projects, including but not limited to: runway, taxiway, aircraft parking apron, roadway and drainage/infrastructure improvements; storm water management systems; parking garages; passenger boarding bridges; security checkpoints; airfield electrical, signage and pavement marking improvements; corporate hangar and T-hangar buildings; terminal and other building renovations and expansions; vehicle parking and revenue control/Automated Vehicle Identification/Closed Circuit Television systems; utility and landscaping improvements; building and communications systems improvements; baggage handling system modifications; environmental mitigation; GIS implementation and navigational aids.

SCHEDULE "B"

BASIS OF COMPENSATION (HOURLY RATES)

Senior Principle Engineer IX	\$210.00
Project Manager	\$160.00
Principal Engineer VIII	\$180.00
Engineer VII	\$170.00
Engineer VI	\$160.00
Engineer V	\$145.00
Engineer IV	\$130.00
Engineer III	\$120.00
Engineer II	\$105.00
Engineer I	\$ 95.00
Environmental Operations Specialist	\$115.00
Permitting Coordinator	\$100.00
Senior Designer	\$120.00
Designer	\$110.00
Senior Contract Administrator	\$ 95.00
Contract Administrator	\$ 85.00
Senior Construction Field Rep	\$100.00
Construction Field Rep	\$ 90.00
Principal Planner	\$190.00
Planning Director	\$160.00
Planner III	\$120.00
	•

Principal Surveyor	\$170.00
Senior Surveyor	\$135.00
Surveyor	\$120.00
2 Person Survey Crew	\$135.00
3 Person Survey Crew	\$170.00
4 Person Survey Crew	\$190.00
GPS Operator	\$100.00
Technician IV	\$ 75.00
Technician III	\$ 65.00
Technician II	\$ 50.00
Technician I	\$ 40.00

SCHEDULE "B-1"

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

	ITEM	BASIC OF CHARGE
Telephone	(Long Distance)	At Cost
Telegraph		At Cost
Postage		At Cost
Shipping M	aterial	At Cost
Commercia	al Air Travel	Coach Fare or Best Available Rate
Automobile	Travel	Reimbursed as set by §112.061(7)(d)1. F.S.
Lodging	At Cost - Single Occupancy Rate Only	
Meals	(Breakfast)	\$ 6.00 *n.t.e.
	(Lunch)	\$11.00 *n.t.e.
	(Dinner)	\$19.00 *n.t.e.
Reproducti	on (Photocopy) 8-1/2" x 11"	\$ 0.10/Page
	8-1/2" x 14"	\$ 0.15/Page
	11" x 14"	\$ 0.15/Page
Reproducti	on (Blue/White Prints)	\$ 0.10/sq. ft.
Printing		At Cost
Binding		At Cost
Computer I	\$20.00/hour *n.t.e.	
Other		

^{*}Reimbursed at Actual Cost, not to exceed stated amount.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners		CONTACT NAME: Cheryl Nevins			
5216 Summerlin Commons Blvd		PHONE (A/C, No, Ext): 239-931-3037	FAX (A/C, No): 239-931	1-5604	
Suite 200		E-MAIL ADDRESS: cheryl.nevins@bks-partners.com			
Fort Myers FL 33907-2139		INSURER(S) AFFORDING COVERAGE		NAIC#	
	License#: L008716	INSURER A : Continental Insurance Company		35289	
INSURED	HOLEMON-01	ınsurer в : FCCI Insurance Company		10178	
Hole Montes, Inc. 950 Encore Way		INSURER c : American Cas Co of Reading PA		20427	
Naples FL 34110		INSURER D: Lexington Insurance Company		19437	
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 641400601 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	XCLUSIONS AND CONDITIONS OF SUCH					•	
INSR LTR	TYPE OF INSURANCE	ADDL SUE	BR D POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		6080018975	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		6080018345	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	X _{PlP}					10,000	\$
Α	X UMBRELLA LIAB X OCCUR		6080025120	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION\$ 10,000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		001-WC20A-78993	1/1/2020	1/1/2021	X PER OTH- STATUTE ER	
	AND EMPLOYERS' CIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
CD	EQUI-Leased/Rented Professional Liability		60800188975 031711175	1/1/2020 1/1/2020	1/1/2021 1/1/2021	1,000 Deductible 50,000. / 150,000 Aggregate	50,000 2,000,000 2,000,000
				1			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Robert Murray is Excluded From Workers Compensation Coverage

Lee County Port Authority is Additional Insured with regards to the above listed policies for work performed by the Insured on a Primary & Non-Contributory basis. Contractual Liability Coverage is included.

CERT	IFIC/	ATE	но	LDI	ΞR

CANCELLATION

Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers FL 33913

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Lee County Port Authority 11000 Terminal Access Road., Suite 8671 Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

SCHEDULE "D"

DATE: June 2,2020 TRUTH IN NEGOTIATION CERTIFICATE

entering int	cate is executed and given by the undersigned as a condition precedent to to a Professional Services Agreement with the Board of Port Commissioners of y Port Authority for the project known as:
Before me,	the undersigned Authority, personally appeared Richard E Brylanski, who provided as
identification the facts as under oath	on, or is personally known to me, who having personal knowledge as to nd statements contained herein after being duly sworn, deposed and stated
1.	This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.
2.	The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3.	The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.
	on behalf of the Party to the Professional Services Agreement referred to as to doing business as: Hole Montes, Inc By: Print Name
	Address For Heres, FL 33919
The forego	NOTARY PUBLIC, State of Condo Name Printed or Stamped Jackelyn Lopez Commission Expires: July 19, 2022 Commission Number: GC239960 EXPIRES: July 19, 2022 EXPIRES: July 19, 2022

SCHEDULE "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONT	RACT (AGREEM	MENT) NAME:			_		
TASK	NO.:						
TASK	AUTHORIZATIO	N FORM NO.:					
-	=	d execution of this Task ving services are authoriz		Form by both parties to	the		
(1)	Check One: _	A) See Agreement	Referenced Ab	ove			
		OR					
	-	B) See Attachment	Α				
(2)	Amount(s) previ	iously Authorized under thi	s Task: \$				
(3)	Amount Authori	zed by this Authorization:		\$			
(4)	(4) Total Amount of Authorization under this Task: \$						
(5)	Time to comple Calendar Days	te services outlined under	this Task Auth	orization:			
(6)		erstood between both par oproval from the FAA and/o		ask Authorization shall no en obtained, if required.	ot be		
	CONSULTANT'	S ACCEPTANCE					
	lame of Firm	Print Authorized Na	me	Authorized Signature			
	LCPA PROJEC	T MANAGER'S ACCEPTA	NCE				
LCPA					Prin		
	ized Name	Authorized Signatur	e Date				
	FAA/FDOT APF	PROVAL					
FDOT:							
Signat Date:	ure-FDOT Repre			A Representative			

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. <u>REQUESTED MOTION/PURPOSE</u> : Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to JCP Leasing, Inc.'s				5. CATEGORY: 18. Consent Agenda		
2.	corporate hangar a FUNDING SOURCE		ort.		6. ASMC MEETING DA	ATE: 6/16/2020
3.	TERM: N/A	_	stablishes a perpetu	al nan		
4.	exclusive undergre	ound utility easen provide electrical	nent to allow Florida service to JCP Leas	Power &	7. Bopc Meeting DA	ATE: 6/25/2020
8.	AGENDA:			9. F	REQUESTOR OF INFOR	RMATION:
-		PUBLIC PRESENT.	ATION		ALL REQUESTS) NAME Gregory S. Hager	、
-	X CONSENT ADMINISTRA	ΓΙVE		ľ	NAME Gregory 5. Hager	<u> </u>
-					DIV. Port Attorney	
10	D. BACKGROUND:	ht Company has re	aquested the Board of	County Commis	sioners grant a non-excl	usive underground
					hangar at Page Field Air	
			11. RECOMMEND	DED APPROVAL		
	DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
						Benjamin R.
						Benjamin R. Biegel
12.	. SPECIAL MANAGE			13. PORT AUTH	IORITY ACTION:	
	RECOMMENDATION	N:		APPRO	OVED	
	APPROVED 20	AMENDED			OVED as AMENDED	
	APPROVED as DENIED	AIVIENDED		DEFER	RRED to	
	OTHER			OTHE	२	

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913 Strap No. 01-45-24-00-00007.0000

Sec. 1, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

UTILITY EASEMENT

This indenture is made this _____ day of May, 2020, between LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, its licensees, agents, successors and assigns ("Grantee"). The undersigned Grantor, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee, an easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement varying in width described as follows:

See Exhibit "A" attached hereto ("Easement Area")

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for power transmission or distribution or communications purposes; the right of ingress and egress to Grantor's property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of power transmission or distribution or communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and

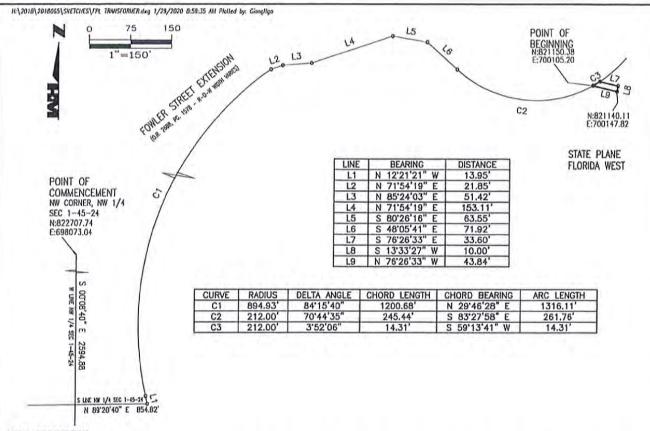
appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST: LINDA DOGGETT Clerk of the Circuit Court	BOARD OF COUNTY COMMISSIONERS LEE COUNTY, FLORIDA
By: Deputy Clerk	By: Chair or Vice Chair
	Approved as to Form for the Reliance of the Lee County Port Authority Only:
	By: Port Authority Attorney's Office



LEGAL DESCRIPTION

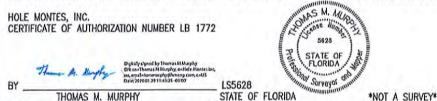
SHEET /

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN SOO'08'40"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 2594.88 FEET; THENCE RUN N89'20'40"E FOR A DISTANCE OF 854.82 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FOWLER STREET EXTENSION (O.R. BOOK 2688, PG. 1578, R-O-W WIDTH VARIES); THENCE RUN THE FOLLOWING EIGHT (9) COURSES ALONG SAID RIGHT-OF-WAY LINE;

- 1) THENCE RUN N12'21'21"W FOR A DISTANCE OF 13.95 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
- 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84 15 40 AND BEING SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N29'46'28"E, FOR AN ARC LENGTH OF 1316.11 FEET;
- 3) THENCE RUN N71'54'19"E FOR A DISTANCE OF 21.85 FEET;
- THENCE RUN N85'24'03"E FOR A DISTANCE OF 51.42 FEET;
- THENCE RUN N71'54'19"E FOR A DISTANCE OF 153.11 FEET;
- THENCE RUN S80'26'16"E FOR A DISTANCE OF 63.55 FEET;
- THENCE RUN \$48'05'41"E FOR A DISTANCE OF 71.92 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
- B) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 70'44'35" AND BEING SUBTENDED BY A CHORD OF 245.44 FEET AT A BEARING OF S83'27'58"E, FOR AN ARC LENGTH OF 261.76 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; 9) THENCE RUN ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 03'52'06" AND BEING SUBTENDED BY A CHORD OF 14.31 FEET AT A BEARING OF N59'13'41"E, FOR AN ARC LENGTH OF 14.31 FEET; THENCE RUN S76'26'33"E FOR A DISTANCE OF 33.60 FEET; THENCE RUN S13'33'27"W FOR A DISTANCE OF 10.00 FEET; THENCE RUN N76'26'33"W FOR A DISTANCE OF 43.84 FEET TO THE POINT OF BEGINNING. CONTAINING 386.02 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING SOO'08'40"E.



THOMAS M. MURPHY STATE OF FLORIDA DRAWN BY: 6200 Whiskey Creek Dr. G.N

01/29/2020 Ft. Myers, FL. 33919 none: (239) 985-1200 SKETCH AND LEGAL DESCRIPTION OF SHEET HOLE MONTES Florida Certificate of Authorization No.1772 FPL TRANSFORMER SEC-TWN-RGE: ENGREERS PLANTERS SURVEYORS

H-1241 PROJECT NO. 18.065 FPL TRANSFORMER.dwg

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. REQUESTED MOTION/PURPOSE: Request the Board approve (1) the FY 2020-21 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for Southwest Florida International Airport, (3) the FY 2020-21 Compensation Plan, (4) the Page Field Rates and Fees for FY 2020-21, and (5) the authorization for the Executive Director or his designee to make inter-fund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.
- Administrative Agenda

5. CATEGORY: 19.

- 6. ASMC MEETING DATE: 6/16/2020
- 7. **BoPC MEETING DATE**: 6/25/2020

- 2. FUNDING SOURCE: N/A
- 3. TERM: October 1, 2020 September 30, 2021
- 4. <u>WHAT ACTION ACCOMPLISHES</u>: Tentatively approves the Lee County Port Authority Fiscal Year 2020-21 Budget and Attachments.

8. AGENDA:	9. REQUESTOR OF INFORMATION:
CEREMONIAL/PUBLIC PRESENTATION	(ALL REQUESTS)
X ADMINISTRATIVE	NAME Brian McGonagle
ADMINISTRATIVE	DIV. Administration

10. BACKGROUND:

The Proposed Fiscal Year 2020-21 Annual Budget for the Lee County Port Authority (all funds) totals \$374,412,732; a decrease of (\$29,863,758) or (7.39 %) over the current year's Amended Budget. The attached Exhibit A is a summary of all Lee County Port Authority Fiscal Year 2020-21 Proposed Funds.

The total Proposed RSW Airport Operating Budget, (See Exhibit B), including all required inter-fund transfers, is \$110,490,084; a decrease of (\$20,173,164) or (15.44%). The total operating expenses are \$26,674,181; a decrease of (\$10,574,864) or (28.39%). The decreases were primarily due to significant cuts in operating expenses, because of the COVID-19 pandemic. Decreases were in categories such as janitorial, parking lot management, travel and the deferment of certain maintenance projects. Total personnel expenses are \$35,237,964; a decrease of (\$1,086,693) or (2.99%). Decreases can be attributed to a hiring freeze, no merit based pay increases and no new positions.

Total non-signatory airline revenues are projected to be \$48,023,466; a decrease of (\$20,992,317) or (30.42%). Projected revenue decreases include such categories as rental car, parking lot, investment income and terminal concessions. These decreases are driven by a projected sharp decline in passenger activity. The proposed operating

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC</u> <u>DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R.	Victoria &.	X/A	Brian (Vd.	Gregory &b.	Benjamin R.
Biegel	Moreland		McGonagle	≯Cagen	Obiegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

budget as described above and supported by the exhibits and worksheets attached was presented to Airport and Airline Affairs Committee (AAAC) on May 29th for consultation.

The proposed rates below were calculated with the assumption of a (39.24%) decrease in passengers and a (34.70%) decrease in landed weights when compared to the FY 2019-20 Approved Budget. The projected total passengers and landed weight for next fiscal year are 6,001,735 and 3,611,578 respectively. The following tables illustrate our projections:

	Approved Budget 2019-20	Proposed Budget <u>2020-21</u>	Variance Over <u>(Under)</u>	<u>%</u>
Total Passengers	9,878,331	6,001,735	(3,876,596)	(39.24%)
Total Landed Weight	5,530,943	3,611,578	(1,919,265)	(34.70%)

Below is a table comparing the FY 2019-20 approved rates, and the FY 2020-21 proposed rates:

	Approved Budget <u>2019-20</u>	Proposed Budget <u>2020-21</u>	Variance Over <u>(Under)</u>	<u>%</u>
Landing Fee	\$2.49	\$3.32	\$.83	33.33%
Terminal Rental Rate	\$110.54	\$92.08	(\$18.46)	(16.70%)
Cost Per Enplanement	\$6.62	\$10.15	\$3.53	53.38%

The Lee County Port Authority's Capital Project Budget reflects the costs related to certain capital projects for both the International Airport and Page Field. Ongoing projects in Fiscal Year 2020-21 include the construction of the Airport Traffic Control Tower and the rehabilitation of airfield taxiways. Ongoing capital projects at Page Field include the design of new south quad hangars and associated ramp.

PAGE FIELD GENERAL AVIATION AIRPORT

The total proposed budget for Page Field is \$25,807,612; a decrease of (\$3,184,142) or (10.98%). The decrease is primarily due to inventory purchases (fuel) and less capital spending.

Overall, total gallons of fuel sold are projected to be more than 1.5 million, which is (9.82%) under the FY 2019-20 approved budget. Overall total operating expenses were down by (\$1,905,516) or by (22.58%), primarily due to a projected decrease in cost and volume of fuel (inventory) purchased, repairs and maintenance. Total personnel expenses are \$3,388,382, a decrease of (\$57,290) or (1.66 %). The decrease can be attributed to a hiring freeze, no merit based pay increases and no new positions. Total operating revenues are projected to be \$10,414,243 a decrease of (15.22%).

The attached Exhibit D summarizes the major expenditures and revenues within the Page Field Funds compared with the current year's budget.

Also attached is the Page Field Rates and Fees document, which is updated each year. Proposed changes to the document this year include an increase in the fuel margins for Jet-A and Avgas and the replacement of the Avgas Prepay program with a high volume program for Avgas.

Attachments:

- 1. Greensheet Backup Exhibit A
- 2. Greensheet Backup Exhibit B
- 3. Greensheet Backup Exhibit C
- 4. Greensheet Backup Exhibit D
- 5. FY 2020-21 Proposed Budget
- 6. FY 2020-21 Proposed Rates & Fees
- 7. FY 2020-21 Compensation Plan
- 8. FY 2020-21 Page Field Rates & Fees

EXHIBIT A

LEE COUNTY PORT AUTHORITY FY 2020/21 PROPOSED BUDGET ALL FUNDS SUMMARY

	FY 19/20 AMENDED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS				
41200 - Airport Operating	130,663,248	110,490,084	(20,173,164)	-15.44%
41201 - Self-Insurance Fund	205,262	203,906	(1,356)	-0.66%
41203 - Page Field Operating	21,269,601	19,225,693	(2,043,908)	-9.61%
41206 - Port Authority Donation Police K9	124,302	60,237	(64,065)	-51.54%
41209 - Port Authority Grant Capital Repayment	175,130	340	(174,790)	-99.81%
41210 - Reserve and Replacement Fund	512,950	504,468	(8,482)	-1.65%
41231 - LCPA Discretionary	47,964,842	51,395,448	3,430,606	7.15%
41234 - RSW Construction	191,744,686	189,093,204	(2,651,482)	-1.38%
41238 - Page Field Construction	7,722,153	6,581,919	(1,140,234)	-14.77%
41250 - Passenger Facility Charge	21,402,463	15,930,724	(5,471,739)	-25.57%
41251 - PFC Capital Fund	37,482,861	35,208,053	(2,274,808)	-6.07%
41255 - Rental Car Facility Charge	9,593,753	145,124	(9,448,629)	-98.49%
41262 - Revolving Credit Facility	750,000	12,903,687	12,153,687	1620.49%
41271 - Debt Service Reserves	26,481,453	26,379,191	(102,262)	-0.39%
41273 - Revenue Refunding Bonds 2010	13,613,433	4,480,800	(9,132,633)	-67.09%
41275 - Revenue Refunding Bonds 2011	9,568,415	9,552,356	(16,059)	-0.17%
41276 - Revenue Refunding Bonds 2015	1,822,644	1,821,875	(769)	-0.04%
41290 - Rebate Fund	10,125	10,098	(27)	-0.27%
Sub Total	521,107,321	483,987,206	(37,120,115)	-7.12%
(Less: Transfers)	(116,830,831)	(109,574,474)	7,256,357	6.21%
(2003: 1/4/10/0/0)	(110,000,001)	(100,014,414)	1,200,001	0.2170
TOTAL APPROPRIATIONS	\$404,276,490	\$374,412,732	(\$29,863,758)	-7.39%
OPERATING				
Operating Expenditures	\$89,389,671	\$75,778,596	(\$13,611,075)	-15.23%
Participating Airline Rebates	4,998,741	3,499,598	(1,499,143)	-29.99%
Subtotal Operating	94,388,412	79,278,194	(15,110,218)	-16.01%
CAPITAL			, , , ,	
Capital Construction	143,766,146	129,465,619	(14,300,527)	-9.95%
DEBT SERVICE	140,100,140	120,400,010	(14,000,021)	0.0070
DEBT SERVICE				
Arbitrage Rebate	10,000	10,000	0	0.00%
Misc. Financial Services	1,785	1,760	(25)	-1.40%
Principal Payment	12,313,548	15,731,266	3,417,718	27.76%
Interest Payment	13,509,829	12,753,544	(756,285)	-5.60%
Debt Service Reserves	25,963,235	25,943,196	(20,039)	-0.08%
Subtotal Debt Service	51,798,397	54,439,766	2,641,369	5.10%
Airport Reserves	114,323,535	111,229,153	(3,094,382)	-2.71%
TOTAL ALL FUNDS	\$404,276,490	\$374,412,732	(\$29,863,758)	-7.39%

EXHIBIT B

Lee County Port Authority FY 2020/21 Proposed Budget Airport Operating Fund

	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	Variance Over (Under)	Percent Over (Under)
Operating Expenses:				
Contractual Services, Materials & Supplies	\$ 24,384,564	\$ 21,506,654	\$ (2,877,910)	-11.80%
Utilities	4,550,937	4,104,928	(446,009)	-9.80%
Repairs & Maintenance	2,580,354	2,239,804	(340,550)	<i>-</i> 13.20%
Insurance	1,650,726	1,864,850	214,124	12.97%
Capital	1,785,949	613,946	(1,172,003)	-65.62%
CARES Funding	=	(5,500,000)	(5,500,000)	-100.00%
Other (Indirect Costs, Education, & other misc increases/decreases)	2,296,515	1,843,999	(452,516)	-19.70%
Total Operating	37,249,045	26,674,181	(10,574,864)	-28.39%
Personnel Expenses:				
Salaries & Wages	23,910,609	22,923,078	(987,531)	-4.13%
Employee Benefits	12,414,048	12,314,886	(99,162)	-0.80%
Total Personnel	36,324,657	35,237,964	(1,086,693)	-2.99%
Other Non-Operating Expenses:				
Airline Rebate/Revenue Sharing	4,998,741	3,499,598	(1,499,143)	-29.99%
Interfund Transfers	33,697,379	24,100,304	(9,597,075)	-28.48%
Reserves	18,393,426	20,978,036	2,584,610	14.05%
Total Other Non-Operating	57,089,546	48,577,938	(8,511,608)	-14.91%
TOTAL EXPENSES	\$ 130,663,248	\$ 110,490,084	\$ (20,173,164)	-15.44%
Non-Signatory Airline Revenues:				
Advertising	\$ 852,396	\$ 308,331	\$ (544,065)	-63.83%
Airport Facility Charge	1,504,190	905,515	(598,675)	-39.80%
Apron Use Charge	397,609	300,400	(97,209)	-24.45%
Rental Car Ground Rents	1,389,198	1,616,816	227,618	16.38%
Cargo Revenues	606,258	513,950	(92,308)	-15.23%
Catering	335,145	192,941	(142,204)	-42.43%
Concessions	3,569,349	2,330,110	(1,239,239)	-34,72%
Employee Parking	435,842	298,246	(137,596)	-31.57%
Equipment Use Charge	700,213	587,749	(112,464)	-16.06%
Facility Use Charge	1,344,432	973,400	(371,032)	-27.60%
Fuel Systems	2,594,378	2,381,512	(212,866)	-8.20%
Ground Transportation	959,499	492,063	(467,436)	-48.72%
Investment Income	687,257	323,559	(363,698)	-52.92%
Land Rent & Building Rent RAC	2,895,571	2,956,826	61,255	2.12%
Non Signatory Landing Fees	1,560,835	1,422,073	(138,762)	-8.89%
Other (Cell Phone Tower, K9 and LEO reimbursement)	1,381,558	1,119,818	(261,740)	-18.95%
Parking Lot	18,489,952	10,240,550	(8,249,402)	-44.62%
Privilege Fees	1,234,407	770,641	(463,766)	-37.57%
Rental Cars (On & Off Airport)	22,115,090	15,825,399	(6,289,691)	-28.44%
Restaurants	4,061,367	2,819,711	(1,241,656)	-30.57%
Terminal Rents	1,901,237	1,643,856	(257,381)	-13.54%
Total Non-Signatory Airline	69,015,783	48,023,466	(20,992,317)	-30.42%
Signatory Airline Revenues	34,933,579	29,855,096	(5,078,483)	-14.54%
Total Operating Revenues	103,949,362	77,878,562	(26,070,800)	-25.08%
. •				
Non-Operating Revenues	47 570 470	40 400 000	4 500 000	0.0407
Fund Balance	17,579,172	19,163,068	1,583,896	9.01%
CARES Funding	0.404.744	5,500,000	5,500,000	100.00%
Interfund Transfer Total Non-Operating	9,134,714 26,713,886	7,948,454 32,611,522	(1,186,260) 5,897,636	-12.99% 22.0 8%
TOTAL REVENUES	\$ 130,663,248	\$ 110,490,084	\$ (20,173,164)	-15.44%



EXHIBIT C

Lee County Port Authority FY 2020/21 Proposed Budget Southwest Florida International Airport Comparative Budgetary Analysis

		FY 19/20 APPROVED BUDGET	F	FY 20/21 PROPOSED BUDGET	FY 2020/21 Proposed Budget vs. 2019/20 %
Total Passengers Total Landed Weight		9,878,331 5,530,943		6,001,735 3,611,578	-39.24% -34.70%
Terminal Rental Revenue Gate Area Revenue Baggage Area Charges Landing Fee Revenue Apron Fee Revenue Revenues:	\$	7,373,189 6,547,837 6,704,251 13,772,049 2,176,272	\$	6,014,796 5,454,359 5,584,652 11,990,439 2,201,778	-18.42% -16.70% -16.70% -12.94% 1.17%
Airline User Fees Non Signatory Revenue Passenger Facility Charges Total Revenue	\$ 	36,946,358 69,589,800 3,426,982 109,963,140	\$ \$	31,411,938 48,066,716 1,991,100 81,469,754	-14.98% -30.93% -41.90% -25.91%
Expenses: Personnel Operating Capital CARES Funding Total Expenses	\$	36,324,657 35,463,096 1,785,949 - 73,573,702	\$	35,237,964 31,560,235 613,946 (5,500,000) 61,912,145	-2.99% -11.01% -65.62% 100.00% -1 5.85 %
Net Revenue	\$	36,389,438	\$	19,557,609	-46.25%
Less Total Debt Service CARES Funding	\$	24,687,379	\$ \$	25,192,954 (8,970,400)	2.05%
Net Funds Remaining (net of CARES)	\$	11,702,059	\$	3,335,055	-71.50%
Less Working Capital Reserve Less Project Amortization		196,516 1,440,090		- 1,554,513	-100.00% 7.95%
Net Funds Remaining after Adjustments	\$	10,065,452	\$	1,780,542	-82.31%
LCPA Share 60% (Rebate/Sharing) Airline Share 40% (Rebate/Sharing)	\$ \$	6,039,271 4,026,181	\$ \$	1,068,325 712,217	-82.31% -82.31%
Rates: Landing Fee Terminal Rental Rate Apron Fee Per Gate Average Cost Per Enplanement	\$ \$ \$ \$	2.49 110.54 128,016 6.62	\$ \$ \$ \$	3.32 92.08 122,305 10.15	33.33% -16.70% -4.46% 53.32%

EXHIBIT D

Lee County Port Authority FY 2020/21 Proposed Budget Page Field Funds

·	FY 19/20 APPROVED BUDGET		FY 20/21 PROPOSED BUDGET		Variance Over (Under)	Percent Over (Under)
Operating Expenses						
Professional Services, Materials & Supplies	\$	1,134,757	\$	1,118,922	(15,835)	-1.40%
Inventory Purchases		6,070,807		4,409,478	(1,661,329)	<i>-</i> 27.37%
Utilities		423,044		423,608	564	0.13%
Repairs & Maintenance		480,127		332,409	(147,718)	-30.77%
Insurance		100,067		107,072	7,005	7.00%
Other (Promotions, Reference Materials & misc increases/decreases)		231,700		143,497	(88,203)	-38.07%
Total Operating		8,440,502		6,534,986	(1,905,516)	-22.58%
Personnel Expenses						
Salaries & Wages		2,272,899		2,228,856	(44,043)	-1.94%
Employee Benefits		1,172,773		1,159,526	(13,247)	<i>-</i> 1.13%
Total Personnel		3,445,672		3,388,382	(57,290)	-1.66%
Non-Operating Expenses						
Capital		4,641,538		3,455,713	(1,185,825)	-25.55%
Interfund Transfers		4,750,000		4,750,000	-	0.00%
Reserves		7,714,042		7,678,531	(35,511)	-0.46%
Total Non-Operating Expenses		17,105,580		15,884,244	(1,221,336)	-7.14%
TOTAL EXPENSES	\$	28,991,754	\$	25,807,612	\$ (3,184,142)	-10.98%
Operating Revenues						
Fuel Sales (Jet A, Av Gas and Self Serve)	\$	8,220,461	\$	6,308,867	\$ (1,911,594)	-23.25%
Investment Income	·	192,442	•	118,028	(74,414)	-38.6 7 %
Rental Cars and Misc Revenues		344,029		301,200	(42,829)	-12.45%
Rental Income		3,263,224		3,443,096	179,872	5.51%
Retail/Concessions		53,280		47,346	(5,934)	-11.14%
Tie Down/Ramp Fees		210,229		195,706	(14,523)	-6.91%
Total Operating Revenues	-	12,283,665		10,414,243	(1,869,422)	-15.22%
Non-Operating Revenues						
Fund Balance		9,658,089		9,043,369	(614,720)	-6.36%
Grants (Federal and State)		1,050,000		1,350,000	300,000	28.5 7 %
Interfund Transfer		6,000,000		5,000,000	(1,000,000)	-16.67%
Total Non-Operating Revenues		16,708,089		15,393,369	(1,314,720)	-7.87%
TOTAL REVENUES	\$	28,991,754	\$	25,807,612	\$ (3,184,142)	-10.98%



Lee County Port Authority

Proposed Budget

Southwest Florida International Airport | Page Field

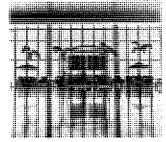




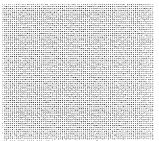












Fiscal Year 2020-2021



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LEE COUNTY PORT AUTHORITY

PROPOSED BUDGET FISCAL YEAR 2020/2021

Board of Port Commissioners:

Brian Hamman, Chairman

Frank Mann, Vice Chairman

John E. Manning

Cecil L Pendergrass

Ray Sandelli

Airports Special Management Committee:

Noel Andress, Vice Chair

John E. Goodrich, Jr.

Randy Krise

Fran Myers

Robbie Roepstorff, Chair

R. Scott Cameron, Collier County

Dana W. Carr, Charlotte County



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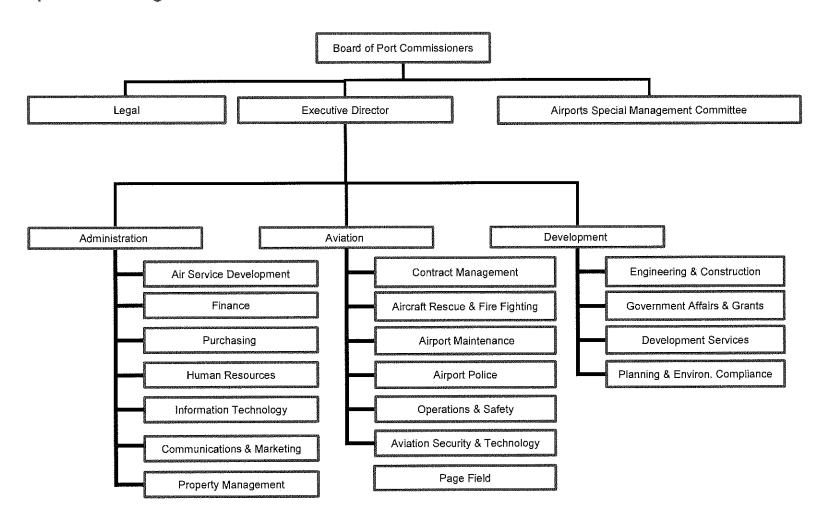
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Key Statistical Indicators, Rates and Fees

	A	Y 19/20 pproved <u>Budget</u>	FY 20/21 Proposed <u>Budget</u>	_	ariance Over/ <u>Under)</u>
Total Passengers		9,878,331	6,001,735	(3,	876,596)
Total Landed Weight (x 1,000 lbs)		5,530,943	3,611,578	(1,	919,365)
Landing Fee	\$	2.49	\$ 3.32	\$	0.83
Terminal Rental Rate	\$	110.54	\$ 92.08	\$	(18.46)
Net Cost Per Enplanement	\$	6.62	\$ 10.15	\$	3.53

Organizational Chart



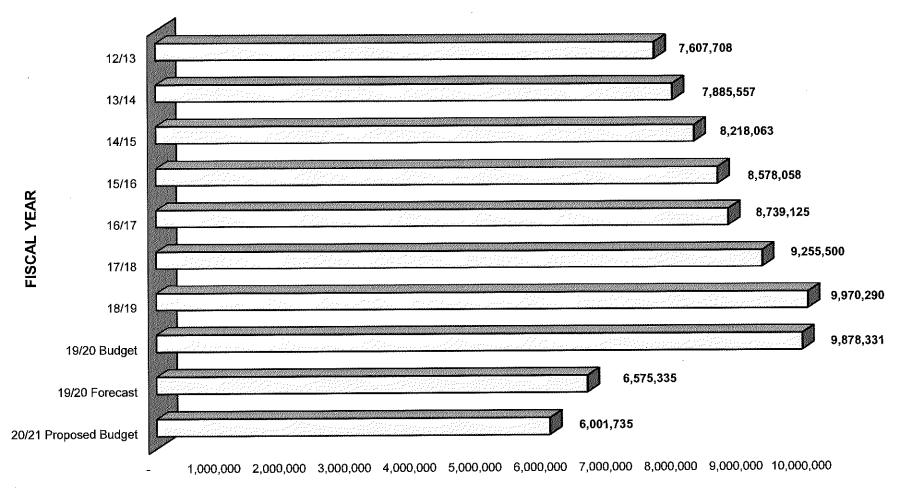
Full Time Funded Position Manning Table

Department Name	Approved Budget FY 12/13	Approved Budget FY 13/14	Approved Budget FY 14/15	Approved Budget FY 15/16	Approved Budget FY 16/17	Approved Budget FY 17/18	Approved Budget FY 18/19	Approved Budget FY 19/20	Proposed Budget FY 20/21	Variance
Executive Director	2	2	2	2	2	2	2	2	2	0
EXECUTIVE DIVISION	2	2	2	2	2	2	2	2	2	0
EXECUTIVE DIVISION										<u> </u>
Air Service Development	3	3	3	3	3	2	2	2	2	0
Communications & Marketing	5	5	5	6	6	9	9	9	9	0
Finance & Budget	14	14	14	14	14	14	14	14	14	0
General Services	12	12	12	11	11	0	0	0	0	0
Human Resources	4	4	4	5	5	6	6	6	6	0
Information Technology	13	13	13	14	16	16	16	17	17	0
Property Management	4	4	4	3	3	5	5	5	5	0
Purchasing	0	0	0	- 0	0	6	6	5	6	11
ADMINISTRATION DIVISION	55	55	55	56	58	58	58	58	59	1
Development	24	24	23	23	23	23	23	23	22	-1
DEVELOPMENT DIVISION	24	24	23	23	23	23	23	23	22	-1
Contract Management	2	2	2	2	2	2	2	3	3	0
Aircraft Rescue	43	43	43	43	43	43	43	43	43	Õ
Airport Police	41	41	44	44	43	43	43	47	67	20
Aviation	3	3	3	3	3	3	3	3	3	0
Aviation Security & Tech	1	1	1	1	19	19	19	17	17	0
Maintenance	103	104	108	112	114	114	114	116	116	0
Operations & Safety	34	35	35	35	22	22	22	23	23	0
Page Field	19	22	23	23	24	24	24	24	24	0
Security	27	27	25	25	22	22	22	20	0	-20
AVIATION DIVISION	273	278	284	288	292	292	292	296	296	0
TOTAL	354	359	364	369	375	375	375	379	379	0

Part-Time Funded Position Manning Table

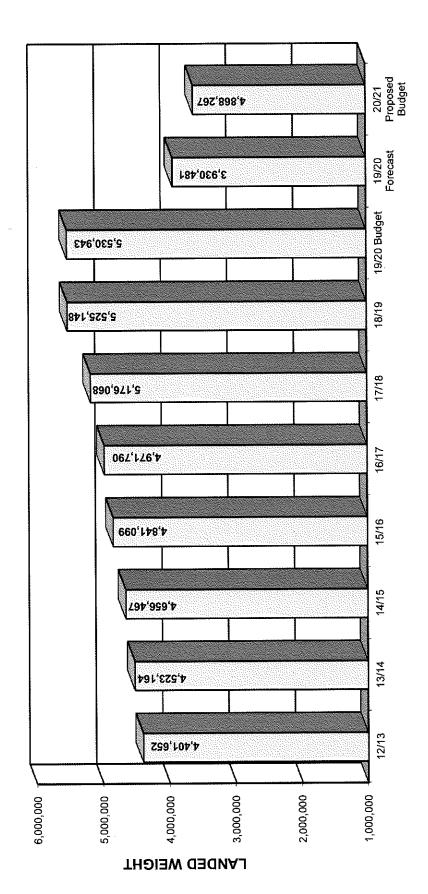
Department Name	Approved FY 12/13	Approved FY 13/14		Approved FY 15/16	Approved FY 16/17	Approved FY 17/18	Approved FY 18/19	Amended FY 19/20	Proposed FY 20/21	<u>Variance</u>
General Services	2	2	2	2	2	0	0	0	0	0
Purchasing	. 0	0	0	0	0	1	1	1	1	0
Communications & Marketing	0	0	0	0	0	1	1	1	1	0
Operations & Safety	0	0	4	4	4	4	4	5	5	0
Page Field Aviation	2	2	2	2	2	2	2	2	2	0
Aviation Security & Technology	0	0	0	0	0	0	0	2	2	0
Police	Ö	0	0	0	0	0	0	9	9	0
Total	4	4	8	8	8	8	8	20	20	0

Fiscal Year Total Passengers



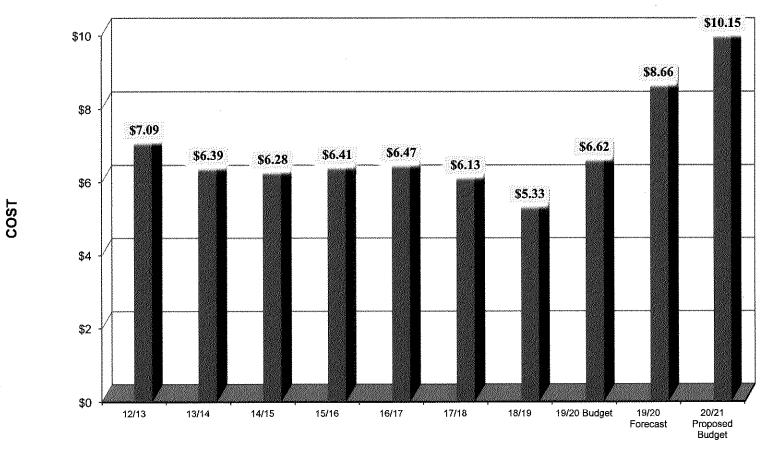
TOTAL PASSENGERS

Fiscal Year Total Landed Weight Proposed 2020/2021



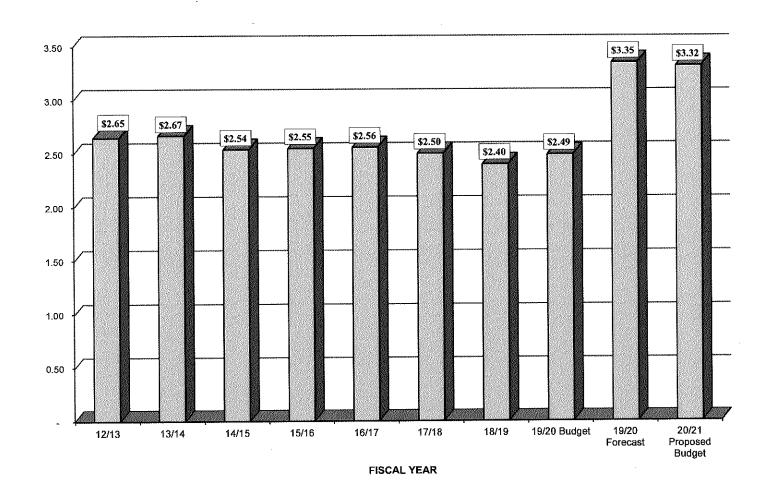
FISCAL YEAR

Fiscal Year Net Cost per Enplanement

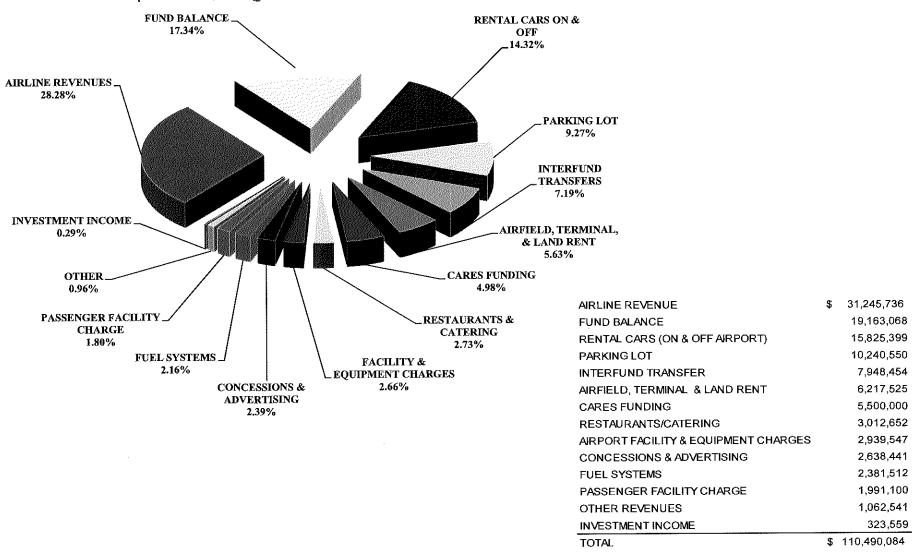


FISCAL YEAR

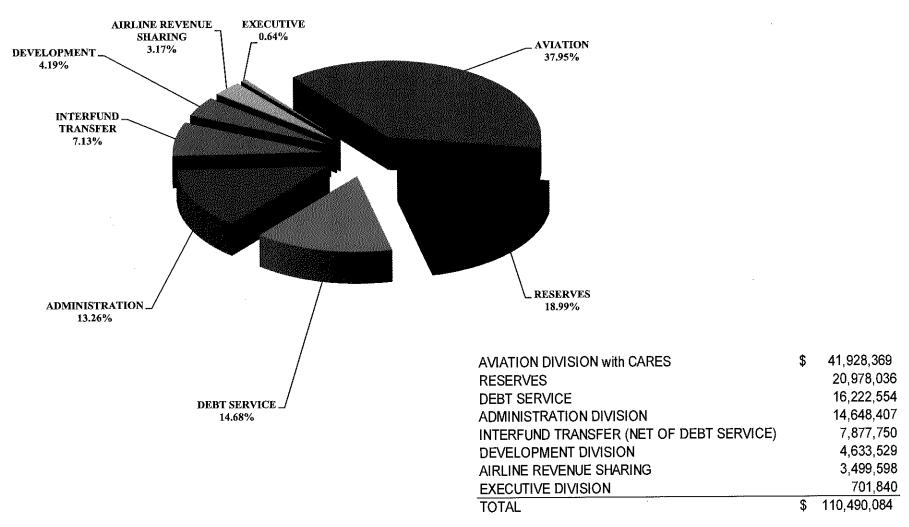
Fiscal Year Landing Fee



Fiscal Year Airport Operating Fund (41200) Revenues



Fiscal Year Airport Operating Fund (41200) Expenses



Nonstop Service to 25 Destinations

Proposed Budget 2020/2021

Southwest's











suncountry airlines.







Five Year CIP Summary - RSW

			Financial Year									
RSW PROJECTS	Т	otal Cost		2021		2022		2023	2024	2025		2026+
RSW ATCT/TRACON	\$	82,163,694	\$	22,330,688	\$	2,481,188	\$	2,000,000	\$ -	\$ -	\$	-
ARFF Personal Protection Equipment	\$	105,295	\$	105,295	\$	-	\$	-	\$ -	\$ -	\$	-
RSW Airside Pavement Rehab 1	\$	24,751,863	\$	15,311,539	\$	3,827,885	\$	-	\$ -	\$ 	\$	-
RSW PBBs Replacement	\$	43,191,691	\$	41,761,585	\$	-	\$	-	\$ -	\$ _	\$	-
RSW Terminal Expansion 1 (Design & Construction)	\$	263,335,942	\$	42,261,082	\$	128,524,056	\$	74,043,649	\$ 2,784,479	\$ -	\$	-
RSW Terminal Expansion 2 (Gates Expansion evaluation) Design	\$	800,000	\$	800,000	\$	-	\$	-	\$ -	\$ -	\$	-
RSW Terminal Expansion 2 (Gates Expansion Head House)	\$	175,000,000	\$	-	\$	-	\$	1,000,000	\$ 9,000,000	\$ 50,000,000	\$	115,000,000
RSW Master Plan Update	\$	1,500,000	\$	-	\$	750,000	\$	750,000	\$ 	\$ _	\$	_
RSW BHS Expansion	\$	44,200,000	\$	-	\$	**	\$	-	\$ 4,000,000	\$ 40,000,000	\$	
RSW Rehab Roads (Design)	\$	2,284,085										
RSW Rehab Roads Chamberlin	\$	20,405,696	\$	-	\$	-	\$	20,405,696	\$ _	\$ 4	\$	-
Skyplex Master USCOE Permit	\$	500,000	\$	100,000	\$	200,000	\$	200,000	\$ 	\$ -	\$	-
Skyplex Greenway	\$	1,228,700	\$	1,000,000	\$	-	\$	-	\$ _	\$ -	\$	-
RSW Rehab Roads (all other roads)	\$	5,449,600	\$	-	\$	-	\$	-	\$ -	\$ 5,449,600	\$	-
RSW Gate 64 Relocation	\$	931,670	\$	-	\$	843,548	\$	-	\$ _	\$ -	\$	-
RSW Rental Car Relocation Expansion 1	\$	54,419,271	\$	-	\$	4,320,000	\$	49,680,000	\$ -	\$ -	\$	-
RSW Rental Car Relocation Expansion Parking Expansion 2	\$	121,000,000	\$	-	\$	-	\$	9,680,000	\$ 111,320,000	\$ -	\$	-
RSW Security Center Study	\$	120,000	\$	-	\$	120,000	\$	-	\$ -	\$ -	\$	-
RSW North Ramp Drainage Repairs	\$	250,000	\$	250,000	\$	-	\$	-	\$ -	\$ H	\$	-
Water Intrusion Repairs	\$	1,283,371	\$	200,000	\$	200,000	\$	700,000	\$ _	\$ -	\$	-
RSW Airside Pavement Rehab 2	\$	41,160,331	\$	-	\$	41,160,331	\$	-	\$ -	\$ -	\$	-
ARFF 3,000 Gallon Crash Truck #906	\$	1,544,736	\$	-	\$	1,544,736	\$	-	\$ -	\$ -	\$	-
Rehab Runway 6-24	\$	46,000,000	\$	-	\$	-	\$	-	\$	\$ 6,000,000	\$	40,000,000
Expand Employee Parking Lot	\$	2,200,000	\$	-	\$	-	\$	-	\$ -	\$ 2,200,000	\$	-
Parking Revenue Control System	\$	5,000,000									\$	5,000,000
Total	\$	938,825,944	\$	124,120,188	\$	183,971,744	\$	158,459,345	\$ 127,104,479	\$ 103,649,600	\$	160,000,000

Five Year CIP Summary - Page Field

			Financial Year													
Page Field Project	Total Cost		FY 2021		FY 2022		FY 2023		FY 2024		FY 2025			F Y 2 026+		
FMY Corporate Hanger	\$	7,016,248	\$	_	\$	-	\$	_	\$		\$	<u></u>	\$	~		
FMY South Quad Hangars & Ramp Design Only	\$	893,467	\$	776,000	\$	-	\$	-	\$	-	\$	-	\$	-		
FMY South Quad Hangars & Ramp Construction	\$	17,571,569	\$	-	\$	7,028,628	\$	10,542,942	\$	-	\$	-	\$	-		
North Quad Infrastructure & Utilities - Phase 1	\$	2,000,000	\$		\$	-	\$	-	\$	300,000	\$	1,700,000				
Program 2 - Replace B Hangars	\$	5,500,000	\$	-	\$		\$	-	\$	500,000	\$	3,000,000	\$	2,000,000		
Add Apron - Tie Downs	\$	6,500,000	\$	-	\$	**	\$	_	\$	500,000	\$	3,000,000	\$	3,000,000		
Maintenance Bldg.	\$	4,000,000	\$	-	\$	-	\$	het			\$	400,000	\$	3,600,000		
FMY RPZ Acquisition	\$	2,700,000	\$	-	\$	-	\$	-	\$	2,700,000						
Program 3 - 5E Hangars & Ramp (under the RPZ)	\$	5,500,000	\$	-	\$	-	\$	-	\$	500,000	\$	3,000,000	\$	2,000,000		
FMY Noise Study	\$	500,000	\$	-	\$	-	\$	-			\$	250,000	\$	250,000		
TWs & Aprons (Program 3 + TW-A NE) (Study)	\$	4,000,000	\$	-	\$	+	\$	-			\$	3,000,000	\$	1,000,000		
Base Ops Parking Lot Expansion	\$	1,600,000	\$	-	\$	-	\$	-			\$	200,000	\$	1,400,000		
Multi-Use Hangar 3 & Base Ops Apron Expansion (incl helipads)	\$	15,000,000	\$	-	\$	-	\$	-					\$	15,000,000		
SW Parcel Acquisition	\$	100,000	\$		\$	-	\$	-					\$	100,000		
ARFF Refurb	\$	2,000,000	\$	-	\$	-	\$	-					\$	2,000,000		
Total	\$	74,881,284	\$	776,000	\$	7,028,628	\$	10,542,942	\$	4,500,000	\$	14,550,000	\$	30,350,000		

ALL FUNDS SUMMARY	FY 18/19 ACTUALS	FY 19/20 AMENDED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS					
41200 - Airport Operating	\$141,125,214	\$130,663,248	\$110,490,084	\$ (20,173,164)	-15.44%
41201 - Self-Insurance Fund	205,033	205,262	203,906	(1,356)	-0.66%
41203 - Page Field Operating	12,645,862	21,269,601	19,225,693	(2,043,908)	-9.61%
41206 - Port Authority Donation Police K9	204,648	124,302	60,237	(64,065)	-51.54%
41209 - Port Authority Grant Cap. Repayment	0	175,130	340	(174,790)	-99.81%
41210 - Reserve and Replacement Fund	512,575	512,950	504,468	(8,482)	-1.65%
41231 - LCPA Discretionary	49,766,817	47,964,842	51,395,448	3,430,606	7.15%
41234 - RSW Construction	86,641,574	191,744,686	189,093,204	(2,651,482)	-1.38%
41238 - Page Field Construction	12,021,766	7,722,153	6,581,919	(1,140,234)	-14.77%
41250 - Passenger Facility Charge	22,312,428	21,402,463	15,930,724	(5,471,739)	<i>-</i> 25.57%
41251 - PFC Capital Fund	70,958,981	37,482,861	35,208,053	(2,274,808)	-6.07%
41255 - Rental Car Facility Charge	57 7,8 9 5	9,593,753	145,124	(9,448,629)	-98.49%
41262 - Revolving Credit Facility	0	750,000	12,903,687	12,153,687	1620.49%
41271 - Debt Service Reserves	25,915,325	26,481,453	26,379,191	(102,262)	-0.39%
41273 - Revenue Refunding Bonds 2010	13,496,104	13,613, 4 33	4,480,800	(9,132,633)	-67.09%
41275 - Revenue Refunding Bonds 2011	9,513,758	9,568,415	9,552,356	(16,059)	-0.17%
41276 - Revenue Refunding Bonds 2015	1,672,343	1,822,644	1,821,875	(769)	-0.04%
41290 - Rebate Fund	0	10,125	10,098	(27)	-0.27%
Sub Total	447,570,323	521,107,321	483,987,206	(37,120,115)	-7.12%
(Less: Transfers)	(67,326,519)	(116,830,831)	(109,574,474)	7,256,357	6.21%
TOTAL APPROPRIATIONS	\$380,243,804	\$404,276,490	\$374,412,732	(\$29,863,758)	-7.39%
OPERATING					•
	#70 000 F0.4	\$00.200.674	¢75 770 506	(\$12 E11 07E)	-15.23%
Operating Expenditures	\$76,922,524	\$89,389,671	\$75,778,596	(\$13,611,075)	
Participating Airline Rebates	5,969,747	4,998,741	3,499,598	(1,499,143)	-29.99% 16.01%
Subtotal Operating	82,892,271	94,388,412	79,278,194	(15,110,218)	-16.01%
CAPITAL					
Capital Construction	44,711,502	143,766,146	129,465,619	(14,300,527)	-9.95%
Land Acquisition	0	0	0	0	0.00%
Subtotal Capital	44,711,502	143,766,146	129,465,619	(14,300,527)	-9.95%
DEBT SERVICE					
Arbitrage Rebate	0	10,000	10,000	0	0.00%
Misc. Financial Services	1,093	1,785	1,760	(25)	-1.40%
Principal Payment	11,096,894	12,313,548	15,731,266	3,417,718	27.76%
Interest Payment	13,386,059	13,509,829	12,753,544	(756,285)	-5.60%
Debt Service Reserves	25,852,928	25,963,235	25,943,196	(20,039)	-0.08%
Subtotal Debt Service	50,336,974	51,798,397	54,439,766	2,641,369	5.10%
Airport Reserves	202,303,057	114,323,535	111,229,153	(3,094,382)	-2.71%

FUND 41200 SUMMARY	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
Revenues - RSW	\$100,479,302	\$103,949,362	\$77,878,562	\$ (26,070,800)	-25.08%
Interfund Transfers	6,376,356	9,134,714	7,948,454	(1,186,260)	-12.99%
CARES Funding	0	0	5,500,000	5,500,000	100.00%
Fund Balance	34,269,556	17,579,172	19,163,068	1,583,896	9.01%
Total Revenues	<u>\$141,125,214</u>	\$130,663,248	\$110,490,084	(\$20,173,164)	-15.44%
OPERATING EXPENSES					
Executive	189,129	295.475	237,885	(57,590)	-19.49%
Administration	5.858.500	6,800,698	6,696,138	(104,560)	-1,54%
Development	1,901,304	2,296,337	1,920,892	(375,445)	-16.35%
Aviation	23,258,658	26,070,586	22,705,320	(3,365,266)	-12.91%
CARES Funding	0	0	(5,500,000)	(5,500,000)	100.00%
Capital	1,805,888	1,785,949	613,946	(1,172,003)	-65.62%
Sub Total	33,013,479	37,249,045	26,674,181	(10,574,864)	-28.39%
PERSONNEL EXPENSES					
Executive	470,166	507,416	463,955	(43,461)	-8.57%
Administration	6,646,441	7,519,385	7,338,323	(181,062)	-2.41%
Development	2,583,190	2,877,6 77	2,712,637	(165,040)	-5.74%
Aviation	22,863,953	25,420,179	24,723,049	(697,130)	
Sub Total	32,563,750	36,324,657	35,237,964	(1,086,693)	-2.99%
NON FEE RELATED EXPENSES					
Airline Rebates/Revenue Sharing	5.969.747	4,998,741	3,499,598	(1,499,1 4 3)	-29.99%
Interfund Transfers	33,002,314	33,697,379	24,100,304	(9,597,075)	-28.48%
Sub Total	38,972,061	38,696,120	27,599,902	(11,096,218)	-28.68%
TOTAL OPERATING	104,549,290	112,269,822	89,512,047	(22,757,775)	-20.27%
Fund 412 Reserves	36,575,924	18,393,426	20,9 7 8,036	2,584,610	14.05%
TOTAL APPROPRIATIONS	\$141,125,214	\$130,663,248	\$110,490,084	(\$20,173,164)	-15.44%

FUND 41200 REVENUES ACCOUNT SUMMARY		FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET			FY 20/21 PROPOSED BUDGET	\	/ARIANCE Over (Under)	PERCENT Over (Under)
9002 Rental Car Fees	\$	21,181,944	\$	20,778,683	\$	15,515,067	\$	(5,263,616)	-25.33%
9003 Off Airport Rental Car Fees	Ψ	1,287,388	•	1,336,407	•	310,332	•	(1,026,075)	-76.78%
9004 Restaurant		4,221,993		4,061,367		2,819,711		(1,241,656)	-30.57%
9004 Catering		314,483		335,145		192,941		(142,204)	-42.43%
S .		18,606,281		18,489,952		10,240,550		(8,249,402)	-44.62%
9005 Parking Lots 9008 Courtesy Permit Trip Fees		230,685		240,065		118,354		(121,711)	-50.70%
9009 Charter Bus Fees		21,040		19,512		9,527		(9,985)	-51.17%
9010 Provider Permits Fees		28,019		23,535		18,220		(5,315)	-22.58%
		976,990		852,396		308,331		(544,065)	-63.83%
9011 Advertising		3,608,558		3,569,349		2,330,110		(1,239,239)	-34.72%
9012 Misc Terminal Concession		5,901,486		7,196,762		5,945,007		(1,251,755)	-17.39%
9014 Airline Exclusive Space		4,858,455		6,547,837		5,454,359		(1,093,478)	-16.70%
9015 Gate Area Charges		5,803,599		6,704,251		5,584,652		(1,119,599)	-16.70%
9016 Baggage Claim Charges		727,495		700,213		587,749		(112,464)	-16.06%
9017 Equipment Use Charge		364,144		371,906		380,024		8,118	2.18%
9019 Space Rent Commercial		1,533,380		1,529,331		1,263,852		(265,479)	
9020 Terminal Space Rent (Airling Non Sig)		154,898		176,427		69,789		(106,638)	-60.44%
9020 Terminal Space Rent (Airline-Non Sig) 9021 Land Rent Commercial		2,591,007		2,581,562		2,636,525		54,963	2.13%
		309,854		314,009		320,301		6,292	2.00%
9022 Bldg Rent RAC Service Facility		106,140		103,160		94,333		(8,827)	
9023 Utility Income		11,331,051		12,308,457		10,669,588		(1,638,869)	
9026 Landing Fees		551,467		453,106		617,620		164,514	36.31%
9027 Cargo Landing Fees 9029 Privilege Fee		1,254,903		1,234,407		770,641		(463,766)	
9030 Tenant Cargo Building Rental		111,458		111,458		111,458		0	0.00%
9031 Airline Cargo Building Rental		72,150		72,150		72,150		0	0.00%
9032 Third Party Cargo Fees		118,731		123,480		128,420		4,940	4.00%
9033 Misc. Landing Fees		993,240		1,010,487		703,231		(307,256)	
9033 Misc. Landing Fees - FBO		91,213		97,243		108,999		11,756	12.09%
9034 Fuel Farm Fees		1,788,388		1,860,940		1,913,697		52,757	2.83%
9034 Fuel Systems RAC		202,223		214,820		180,379		(34,441)	-16.03%
9036 Airport Facility Charge		1,319,088		1,340,285		810,491		(529,794)	-39.53%
9037 Cargo Ramp User Fee		304,122		299,170		201,922		(97,248)	-32.51%
9038 Facility Use Charge		1,353,338		1,344,432		973,400		(371,032)	-27.60%
9042 Misc. Revenue Airport		64,875		68,992		7,350		(61,642)	-89.35%
9043 Misc. Revenue DAS		49,750		130,500		130,500		0	0.00%
9044 Misc. Revenue Admin		38,140		30,552		30,483		(69)	-0.23%
9045 Taxi Permit Fees		664,310		676,387		345,962		(330,425)	-48.85%
9046 Misc. Revenue Police		51,117		42,736		39,872		(2,864)	-6.70%
9047 Misc. Revenue ARFF		370		152		158		6	3.95%
9048 Misc. Revenue Maintenance		17,876		6,444		15,121		8,677	134.65%
9050 Late Fees		3,447		0		300		300	100.00%
9054 Employee Parking		439,410		435,842		298,246		(137,596)	
9055 Cell Phone Tower Charges		133,481		140,193		144,761		4,568	3.26%
9056 Fuel Flowage Fees		499,091		492,630		272,867		(219,763)	-44.61%
9057 Hold Room Charge		182,050		150,069		87,041		(63,028)	
9061 Fuel flowage Fees - Gas Station		25,278		25,988	1	14,569		(11,419)	-43.94%
9065 Misc. Revenue Operations		3,733		1,360	•	5,553		4,193	308.31%
9069 Building Rent RAC		1,346,698		1,389,198		1,616,816		227,618	16.38%
9070 Apron Area Charge		2,220,068		2,176,272		2,201,490		25,218	
9071 Airport Facility Charge - Affiliate		160,208		163,905	,	95,024		(68,881)	•
9072 Passenger Aircraft Parking		103,345		38,169		85,442		47,273	
9073 Apron Use Charge		389,746		397,609)	300,400		(97,209	
9074 Off Airport Parking		192,263		190,640)	117,007		(73,633) -38.62%
Sub Total		98,904,467		102,959,941		77,270,692		(25,689,249) -24.95%

FUND 41200 REVENUES ACCOUNT SUMMARY	FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
Insurance Proceeds	24,526	19,264	0	· (19,264)	-100.00%
Hurricane Irma Reimbursement	413,916	. 0	0	`	0.00%
RSW Airside Pavement Rehab	33,471	0	0	0	0.00%
LEO Reimbursement	131,211	131,400	131,211	(189)	-0.14%
Discounts Taken	1,569	0	1,500	1,500	100.00%
TSA K9 Explosive Program	151,500	151,500	151,500	0	0.00%
Refund Prior Year	1,530	0	100	100	100.00%
Sale of Equipment	24,490	0	0	0	0.00%
CARES Funding	0	0	5,500,000	5,500,000	100.00%
Interest on Investment	792,622	687,257	323,559	(363,698)	-52.92%
SUBTOTAL	1,574,835	989,421	6,107,870	5,118,449	517.32%
Interfund Transfer	6,3 7 6,356	9,134,714	7,948,454	(1,186,260)	-12.99%
TOTAL REVENUES	106,855,658	113,084,076	91,327,016	(21,757,060)	-19.24%
Fund Balance Appropriated	34,269,556	17,5 7 9,172	19,163,068	1,583,896	9.01%
TOTAL REVENUES FUND 41200	\$ 141,125,214	\$ 130,663,248	\$ 110,490,084	\$ (20,173,164)	-15.44%

ACCOUNT SUMMARY FUND 41200	FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$ 15,172,669	\$ 15,939,726	\$ 15,113,340	\$ (826,386)	-5.18%
1220 Salaries - Full Time High Risk	5,099,748	5,812,886	5,670,122	(142,764)	-2.46%
1230 Salaries - Part Time Regular	49,641	86,470	248,671	162,201	187.58%
1240 Disaster Pay	-	-	-	0	0.00%
1250 Special Pay with Retirement)	104,329	113,005	104,834	(8,17 1)	-7.23%
1310 Pay - Non-permanent Labor	26,454	38,800	13,800	(25,000)	-64.43%
1410 Overtime (OT1)	370,360	448,344	400,309	(48,035)	-10.71%
1415 Overtime (OT1.5)	631,959	585,617	528,421	(57,196)	-9.77%
1420 Holiday Pay	541,218	634,853	612,984	(21,869)	-3.44%
1425 Holiday Pay 1.5	196,091	242,705	215,270	(27,435)	-11.30%
1510 Special Pay (without Retirement)	29,591	8,193	15,328	7,135	87.09%
1520 Incentive Pay	226	0	0	(50.050)	0.00%
2110 FICA Taxes (OASDHI)	1,308,616	1,464,857	1,405,205	(59,652)	-4.07% -4.07%
2120 FICA Taxes (Medicare)	312,521	357,284	342,733	(14,551)	-4.07% 5.26%
2210 Regular Retirement	1,569,831	1,557,582	1,639,535	81,953	1.15%
2220 High Risk Retirement	1,427,213	1,649,668	1,668,716	19,048 4,780	0.08%
2310 Health Insurance	4,868,392	6,038,029	6,042,809	4,780	0.00%
2311 Health Insurance Opt Out	5,205	7,200 76,291	7,200 72,646	(3,645)	-4.78%
2320 Life Insurance	48,145		143,483	(25,016)	-14.85%
2330 Dental Insurance	129,485	168,499 177,255	158,490	(18,765)	-10.59%
2350 Disability	156,466 6,642	32,440	32,440	(10,700)	0.00%
2510 Unemployment Compensation	508,948	884,953	801,629	(83,324)	-9. 42 %
2614 Retiree Health Benefits	300,340	00-,000	001,020	(55,52.1)	0
Total Personnel Services	32,563,750	36,324,657	35,237,964	(1,086,693)	-2.99%
OPERATING EXPENDITURES					
3110 Medical Services	43,042	58,820	43,000	(15,820)	-26.90%
3120 Legal Services	310,163	391,327	383,340	(7,987)	-2.04%
3130 Financial Services	131,984	94,800	120,600	25,800	27.22%
3140 Architect & Engineering Services	521,113	565,896	509,316	(56,580)	-10.00%
3150 Appraisal Services	13,000	20,600	15,400	(5,200)	-25.24%
3170 Management Fees (Parking Lot)	4,744,158	5,359,562	4,925,371	(434,191)	-8.10%
3190 Other Professional Services	1,747,103	1,663,077	1,509,581	(153,496)	-9.23%
3210 Auditing	89,785	92,942	104,922	11,980	12.89%
3310 Court Reporter Expenses		500		(500)	-100.00%
3410 Janitorial Services	5,644,675	6,359,479	5,681,873	(677,606)	-10.66%
3430 Uniform/Laundry Service	18,446	22,150	27,950	5,800	26.19%
3460 Data Processing	1,246,032	1,654,612	1,729,083	74,471	4.50%
3465 Software Tech Support	-		1,450	1,450	100.00%
3490 Other Contracted Services	4,439,318	6,326,054	5,004,746	(1,321,308)	-20.89%
4010 Local Mileage	2,912	4,804	3,674	(1,130)	-23.52%
4011 Bridge Tickets & Passes	105	50	50	0 850	0.00% 10.37%
4015 County Sponsored Functions	5,139	8,200	9,050 171 137		-37.39%
4022 Out of County Travel	224,977	273,340	171,137 42,550	(102,203) (83,850)	-66.34%
4024 International Travel	115,079	126,400	42,550	(63,630)	0.00%
4025 Interview Expense	307 1 033		-	0	0.00%
4026 Moving Expenses	1,032	466,804	412,645	(54,159)	-11.60%
4110 Telecommunications	358,559	+00,004	712,070	(0-1, 100)	. 1.0070

ACCOUNT SUMMARY FUND 41200	FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
44.20 Advertising	5,307	9,350	7,100	(2,250)	-24.06%
4120 Advertising	9,899	13,800	13,800	(_,0,	0.00%
4211 Freight & Postage	2,967,363	3,274,298	2,907,989	(366,309)	-11.19%
4310 Electric 4315 Television Cable Services	7,248	10,790	10,467	(323)	-2.99%
4330 Water and Sewer	447,326	428,117	425,031	(3,086)	-0.72%
	398,444	347,778	327,896	(19,882)	-5.72%
4340 Trash and Garbage 4410 Land, Building, Parking Rental	11,367	12,240	10,840	(1,400)	-11.44%
4420 Vehicle Rental	13,235	3,300	300	(3,000)	-90.91%
4430 Office Equipment Rental	5,196	5,460	4,600	(860)	-15.75%
4431 Office Equipment Lease	49,758	70,000	72,000	2,000	2.86%
4450 Other Equipment Rental	61,412	50,604	50,704	100	0.20%
4520 Insurance and Bonds	1,575,931	1,650,726	1,864,850	214,124	12.97%
4610 Building Maintenance	410,720	289,000	126,000	(163,000)	-56.40%
4615 Maintenance Materials	523,096	229,600	197,800	(31,800)	-13.85%
4620 Vehicle Maintenance	259,147	230,450	224,985	`(5,465)	-2.37%
4630 Equipment Maintenance	375,809	426,233	379,708	(46,525)	-10.92%
4635 Equipment Repair Parts	1,327,518	1,355,071	1,276,311	(78,760)	-5.81%
4663 Horticultural	63,334	50,000	35,000	(15,000)	-30.00%
4710 Printing, Binding, and Copying	14,636	20,452	17,710	(2,742)	<i>-</i> 13. 4 1%
4810 Promotional Advertising and Expenses	146,085	276,936	216,056	(60,880)	-21.98%
4811 Promotions / Brochures	59,093	69,454	74,654	5,200	7.49%
4930 Deputy Clerk Fees	1,043	1,100	1,000	(100)	-9.09%
4950 Deputy Clerk Fees 4950 Indirect Cost	724,936	776,324	740,967	(35,357)	-4.55%
4955 Solid Waste Assessment	64,253	70,000	68,000	(2,000)	-2.86%
4970 License, Permit, and Application Fees	10,726	16,356	13,328	(3,028)	-18.51%
4982 Airline Rebates	5,969,747	4,998,741	3,499,598	(1,499,143)	-29.99%
	90,465	152,422	121,730	(30,692)	-20.14%
5120 General Office Supplies 5210 Fuel and Lubricants	498,799	679,051	527,646	(151,405)	-22.30%
5221 Medical Supplies and Drugs	7,127	12,012	16,798	4,786	39.84%
	157,159	153,389	149,724	(3,665)	-2.39%
5230 Clothing and Wearing Apparel 5240 Chemicals	90,207	84,575	94,970	10,395	12.29%
5250 Food and Food Supplies	12,750	13,335	13,260	(75)	-0.56%
5260 Janitorial and other Maint. Supplies	25,384	27,466	24,140	(3,326)	-12.11%
5280 Minor Equipment	447,240	324,145	207,210	(116,935)	-36.07%
5285 Miscellaneous Furniture	8,908	2,500	200	(2,300)	-92.00%
5290 Other Supplies	119,177	147,850	145,844	(2,006)	-1.36%
5310 Asphalt and Coldmix	16,393	20,000	20,000	Ò	0.00%
5320 Road Base Materials	37,356	20,000	18,000	(2,000)	-10.00%
5340 Cement and Concrete	1,497	2,000	2,000	ì o	0.00%
	92,439	75,000	70,000	(5,000)	-6.67%
5360 Sign Material 5390 Other Road Materials	38,225	61,000	38,500	(22,500)	-36.89%
5390 Other Road Materials 5410 Reference Materials	43,157	62,808	57,571	(5,237)	-8.34%
	136,412	158,602	145,759	(12,843)	-8.10%
5420 Memberships	19,644	69,100	30,000	(39,100)	-56.58%
5530 Educational Expense 5531 Seminar/Training Reg. Fees	175,441	220,985	114,049	(106,936)	-48.39%
5551 Seminal/Halling Reg. Fees	110,771				
Total Operating Expenses	\$ 37,177,338	\$ 40,461,837	\$ 35,059,833	\$ (5,402,004)	<u>-13.35%</u>

ACCOUNT SUMMARY FUND 41200	FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CAPITAL OUTLAY					
6410 Furniture and Equipment	1,490,698	1,785,949	613,946	(1,172,003)	-65.62%
Total Capital Outlay	1,805,888	1,785,949	613,946	(1,172,003)	-65.62%
TRANSFERS AND RESERVES					
9110 Interfund Transfers 9940 Reserves for Cash Balance	33,002,314 36,575,924	33,697,379 18,393,426	24,100,304 20,9 7 8,036	(9,597,075) 2,584,610	-28.48% 14.05%
Total Transfers and Reserves	69,578,238	52,090,805	45,078,340	(7,012,465)	-13.46%
CARES Funding	0	0	(5,500,000)	(5,500,000)	-100.00%
TOTAL EXPENDITURES	\$141,125,214	\$130,663,248	\$110,490,084	(\$20,173,164)	-15.44%

DEPARTMENT SUMMARY	FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
EXECUTIVE					
Personnel Services	\$470,166	\$507,416	\$463,955	(\$43,461)	-8.57%
Operating Expenses	189,129	295,475	237,885	(57,590)	-19.49%
Department Total	659,295	802,891	701,840	(101,051)	-12.59%
<u>ADMINISTRATION</u>					
Personnel Services	6,646,441	7,519,385	7,338,323	(181,062)	-2.41%
Operating Expenses	5,858,500	6,800,698	6,696,138	(104,560)	-1.54%
Capital Outlay	1,805,888	1,785,949	613,946	(1,172,003)	-65.62%
Airline Revenue Sharing	5,969,747	4,998,741	3,499,598	(1,499,143)	-29.99%
Department Total	20,280,576	21,104,773	18,148,005	(2,956,768)	-14.01%
<u>DEVELOPMENT</u>					
Personnel Services	2,583,190	2,877,677	2,712,637	(165,040)	-5.74%
Operating Expenses	1,901,304	2,296,337	1,920,892	(375,445)	-16.35%
Department Total	4,484,494	5,174,014	4,633,529	(540,485)	-10.45%
AVIATION					
Personnel Services	22,863,953	25,420,179	24,723,049	(697,130)	-2.74%
Operating Expenses	23,258,658	26,070,586	22,705,320	(3,365,266)	-12.91%
Department Total	46,122,611	51,490,765	47,428,369	(4,062,396)	-7.89%
TRANSFERS & RESERVES					
Transfers	33,002,314	33,69 7 ,379	24,100,304	(9,597,075)	-28.48%
Reserves	36,575,924	18,393,426	20,978,036	2,584,610	14.05%
Total	69,578,238	52,090,805	45,078,340	(7,012,465)	-13.46%
CARES Funding	0	0	(5,500,000)	(5,500,000)	-100.00%
TOTAL EXPENDITURES	\$141,125,214	\$130,663,248	\$110,490,084	(\$20,173,164)	-15.44%

PERSONNEL SUMMARY	FY 18/19 ACTUALS	FY 19/20 ADOPTED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
Executive Director's Office	\$470,166	\$507,416	\$463,955	(\$43,461)	-8.57%
Air Service Development	313,899	326,770	320,141	(6,629)	-2.03%
Communications & Marketing	790,821	847,939	828,146	(19,793)	-2.33%
Finance	1,565,273	1,712,962	1,662,876	(50,086)	-2.92%
Purchasing	390,979	507,245	532,840	25,595	5.05%
Human Resources	1,565,793	1,764,219	1,663,044	(101,175)	-5.73%
Information Technology	1,580,813	1,788,524	1,741,962	(46,562)	-2.60%
Property Management	438,863	571,726	589,315	17,589	3.08%
Development	2,583,190	2,877,677	2,712,637	(165,040)	-5.74%
Maintenance	7,715,733	8,687,668	8,230,469	(457,199)	-5.26%
Contract Management	309,356	375,958	299,782	(76,176)	-20.26%
Airport Police	4,905,984	5,453,948	6,808,886	1,354,938	24.84%
Aircraft Rescue	4,967,766	5,415,363	5,300,209	(115,154)	-2.13%
Operations & Safety	1,970,142	2,196,537	2,130,324	(66,213)	-3.01%
Aviation Security & Tech	1,354,249	1,431,074	1,401,016	(30,058)	-2.10%
Aviation Administration	529,856	552,697	552,363	(334)	-0.06%
Security	1,110,867	1,306,934	0	(1,306,934)	-100.00%
DEPARTMENT TOTALS	\$32,563,750	\$36,324,657	\$35,237,964	(\$1,086,693)	-2.99%

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:					
Fund: 41200 Airport Operating	X Executive Administration					
Department: 1105 Port Boards	Aviation Development					
Program Function:						
Port Board:						
The Governing Body of the Lee County Port Authority to whom rests all rights and authority to promote, create and maintain ports in Lee County for land, sea and air commerce.						
Airports Special Management Committee:						
Serves as an advisory and review body to the Board of Port Commissioners on all issues and matters relating to the Lee County Port Authority.						

PORT BOARDS CLERK UB5110541200	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
OPERATING EXPENDITURES					
 4022 Out of County Travel 4024 International Travel 4120 Advertising 4811 Promotions / Brochures 5290 Other Supplies 5531 Seminar/Training Reg Fees 	\$0 0 3,224 22,607 0 0	\$1,000 3,500 3,500 28,200 200 450	\$0 0 3,500 31,500 0 0	(\$1,000) (3,500) 0 3,300 (200) (450)	-100.00% -100.00% 0.00% 11.70% -100.00% -100.00%
Total Operating Expenses TOTAL EXPENDITURES	25,831 \$25,831	36,850 \$36,850	35,000 \$35,000	(1,850)	-5.02% -5.02%

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

<u>Organization</u> :	Organizational Category:
Fund: 41200 Airport Operating	X Executive Administration
Department: 1210 Executive Director	Aviation Development
Program Function:	
Administration, management, and operation of the P prepare recommendations regarding policies, directive programs, agreements, leases and contracts, and ot the consideration, action or approval of the Port Authority	ves, rules and regulations, her documents which may require

EXECUTIVE DIRECTOR	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK UC5121041200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$328,508	\$344,186	\$314,876	(\$29,310)	-8.52%
1420 Holiday Pay	14,036	14,469	13,649	(820)	-5.67%
2110 FICA Taxes (OASDHI)	12,380	22,057	20,204	(1,853)	-8.40%
2120 FICA Taxes (Medicare)	4,921	5,380	4,928	(452)	-8.40%
2210 Regular Retirement	72,434	78,149	75,146	(3,003)	-3.84%
2310 Health Insurance	36,120	40,572	32,841	(7,731)	-19.06%
2320 Life Insurance	879	1,615	1,472	(143)	-8.89%
2330 Dental Insurance	888	988	839	(149)	-15.06%
Total Personnel Services	470,166	507,416	463,955	(43,461)	-8.57%
OPERATING EXPENDITURES					
3190 Other Professional Services	0	0	1,000	1,000	100.00%
4010 Local Mileage	3	50	0	(50)	-100.00%
4015 County Sponsored Functions	994	0	1,000	1,000	100.00%
4022 Out of County Travel	13,405	14,500	10,000	(4,500)	-31.03%
4024 International Travel	30,864	30,000	15,750	(14,250)	-47.50%
4110 Telecommunications	0	100	0	(100)	-100.00%
4710 Printing, Binding, and Copying	60	60	60	0	0.00%
4810 Promotional Advertising and Expenses	2,689	3,000	3,000	0	0.00%
4970 License, Permit, and Application Fees	668	205	750	545	265.85%
5120 General Office Supplies	1,528	1,475	1,250	(225)	-15.25%
5230 Clothing and Wearing Apparel	21	150	100	(50)	-33.33%
5250 Food and Food Supplies	70	75	50	(25)	-33.33%
5260 Janitorial and other Maint. Supplies	137	75	100	25	33.33%
5280 Minor Equipment	170	250	250	0	0.00%
5290 Other Supplies	19	75	75	0	0.00%
5410 Reference Materials	7,329	10,000	8,500	(1,500)	-15.00%
5420 Memberships	77,234	95,000	82,000	(13,000)	-13.68%
5531 Seminar/Training Reg. Fees	8,941	7,500	5,000	(2,500)	-33.33%
Total Operating Expenses	144,132	162,515	128,885	(33,630)	-20.69%
TOTAL EXPENDITURES	\$ 614,298	\$ 669,931	\$ 592,840	\$ (77,091)	-11.51%
TOTAL LAI ENDITONEO		+,			

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization: Fund: 41200 Airport Operating Department: 1410 Port Authority Attorney's Office	Organizational Category: _X ExecutiveAdministrationAviationDevelopment
Program Function: To provide legal counsel and assistance to the Board of Pol Airports Special Management Committee, and the Port Authority contracts, public procurement, public facility construction, find human resources, labor, public service, land use and zoning advise officials and employees on legal questions, draft all and prepare legal opinions. Represent Port Authority in gendomain actions, as required.	nority in such areas as name, nance, tax, engineering, g, and public administration; manner of legal documents

PROPOSED BUDGET FISCAL YEAR 2020/2021

<u>LEGAL SERVICES</u>	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK UD5141041200	ACTOALS	BUDGET	BUDGET	(Under)	(Under)
OPERATING EXPENDITURES					
3120 Legal Services	\$ 14,351	\$ 85,000	\$ 70,000	(15,000)	-17.65%
3190 Other Professional Services	0	3,000	2,000	(1,000)	-33.33%
3310 Court Reporter Expenses	0	500	0	(500)	-100.00%
4010 Local Mileage	272	500	500	0	0.00%
4022 Out of County Travel	1,489	2,750	0 .	(2,750)	-100.00%
4710 Printing, Binding, and Copying	0	60	0	(60)	-100.00%
5120 General Office Supplies	1,288	1,500	500	(1,000)	-66.67%
5280 Minor Equipment	67	500	300	(200)	-40.00%
5410 Reference Materials	0	350	300	(50)	-14.29%
5420 Memberships	275	550	400	(150)	-27.27%
5531 Seminar/Training Reg Fees	1,424	1,400	0	(1,400)	-100.00%
Total Operating Expenses	19,166	96,110	74,000	(22,110)	-23.00%
TOTAL EXPENDITURES	\$ 19,166	\$ 96,110	\$ 74,000	\$ (22,110)	-23.00%

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

<u>Organization</u> :	Organization Category:
Fund: 41200 Airport Operating Department: 1218 Air Service Development	Executive _X_AdministrationAviationDevelopment
Program Function:	
Plan, implement and analyze promotional progra airlines and increase service from existing carrier Support the efforts of area tourism entities as the options for visitors; support the region's economi increase the movement of cargo through the airp business development opportunities at RSW and revenue.	rs, both domestic and international. ey relate to increasing air service c development efforts in order to cort; pursue appropriate aeronautical

AIR SERVICE DEVELOPMENT CLERK WC5121841200	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLLKK WOOTZ 104 1200					<u> </u>
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$229,207	\$235,544	\$228,922	(\$6,622)	-2.81%
1420 Holiday Pay	9,361	9,457	9,357	(100)	-1.06%
2110 FICA Taxes (OASDHI)	14,117	15,068	14,654	(414)	-2.75%
2120 FICA Taxes (Medicare)	3,422	3,675	3,574	(101)	-2.74%
2210 Regular Retirement	19,849	20,237	21,207	970	4.79%
2310 Health Insurance	36,120	40,572	40,393	(179)	-0.44%
2320 Life Insurance	935	1,229	1,195	(34)	-2.75%
2330 Dental Insurance	888	988	839	(149)	-15.06%
Total Personnel Services	313,899	326,770	320,141	(6,629)	-2.03%
OPERATING EXPENDITURES					
3190 Other Professional Services	78,633	85,000	76,500	(8,500)	-10.00%
3490 Other Contracted Services	0	250	100	(150)	-60.00%
4010 Local Mileage	0	50	0	(50)	-100.00%
4022 Out of County Travel	15,461	17,000	6,000	(11,000)	-64.71%
4024 International Travel	80,756	85,000	20,000	(65,000)	-76.47%
4710 Printing, Binding, and Copying	60	0	0	0	0.00%
4810 Promotional Advertising and Expenses	96,753	157,000	147,200	(9,800)	-6.24%
4811 Promotions / Brochures	84	0	17,000	17,000	100.00%
4970 License, Permit, and Application Fees	118	0	0	0 (700)	0.00%
5120 General Office Supplies	35	1,000	500	(500)	-50.00%
5230 Clothing and Wearing Apparel	789	500	500	0	0.00%
5280 Minor Equipment	23	0	0	0	0.00%
5410 Reference Materials	16,343	22,007	22,007	0	0.00%
5420 Memberships	500	0	0	0	0.00%
5531 Seminar/Training Reg. Fees	11,855	20,650	16,500	(4,150)	-20.10%
Total Operating Expenses	301,410	388,457	306,307	(82,150)	-21.15%
TOTAL EXPENDITURES	\$615,309	\$ 715,227	\$ 626,448	\$ (88,779)	-12.41%

Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:
Fund: 41200 Airport Operating Department: 1314 Communications & Marketing	Executive _X_AdministrationAviationDevelopment

Program Function:

Communications & Marketing supports the mission of the Lee County Port Authority to provide an exceptional travel experience for all users of air transportation in Southwest Florida; and to effectively and efficiently position Southwest Florida International Airport and Page Field in the local, national and international marketplace. The department goals are to increase awareness and visibility to Southwest Florida residents of the economic value and commercial use of Southwest Florida International Airport and Page Field; to support the initiatives of air service development to attract new and expand existing air and cargo service; to market, promote and support business and property development projects; to increase non-aeronautical revenue opportunities through on-airport advertising programs; to improve internal and external communications techniques and forums; to encourage and support community efforts to promote and publicize the region for business and tourism development; to promote and position the airport and key leaders within the aviation community and to serve as a liaison for the airport's Art in Flight program. These goals are reached through community affairs/public information, social media, promotions, crisis management, media relations, special events, corporate citizenship, and internal and external communications efforts. The department also provides administrative services for all items scheduled for board action and all Board and Special Management Committee meetings, as well as records management and reception.

COMMUNICATIONS & MARKETING	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK VE5131441200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$552,604	\$562,647	\$539,138	(\$23,509)	-4.18%
1230 Salaries - Part Time Regular	0	21,539	20,646	(893)	-4.15%
1420 Holiday Pay	22,690	23,300	22,107	(1,193)	-5.12%
2110 FICA Taxes (OASDHI)	33,572	37,360	35,786	(1,574)	-4.21%
2120 FICA Taxes (Medicare)	8,239	9,112	8,728	(384)	-4.21%
2210 Regular Retirement	47,871	50,178	51,788	1,610	3.21%
2310 Health Insurance	120,345	137,122	144,007	6,885	5.02%
2320 Life Insurance	1,615	2,236	2,168	(68)	-3.06%
2330 Dental Insurance	3,885	4,445	3,776	(669)	-15.05%
Total Personnel Services	790,821	847,939	828,146	(19,793)	-2.33%
OPERATING EXPENDITURES					
3190 Other Professional Services	6,375	10,500	2,250	(8,250)	-78.57%
3460 Data Processing	455	1,000	0	(1,000)	-100.00%
3465 Software Tech Support	0	0	1,450	1,450	100.00%
3490 Other Contracted Services	9,657	15,800	11,700	(4,100)	-25.95%
4010 Local Mileage	0	300	90	(210)	-70.00%
4015 County Sponsored Functions	0	500	0	(500)	-100.00%
4022 Out of County Travel	4,773	6,100	3,500	(2,600)	-42.62%
4211 Freight and Postage	9,888	13,650	13,650	0	0.00%
4430 Office Equipment Rental	5,196	5,460	4,600	(860)	-15.75%
4450 Other Equipment Rental	0	1,000	0	(1,000)	-100.00%
4630 Equipment Maintenance	0	200	0	(200)	-100.00%
4635 Equipment Repair Parts	0	100	0	(100)	-100.00%
4710 Printing, Binding, and Copying	3,099	9,300	5,700	(3,600)	-38.71%
4810 Promotional Advertising and Expenses	23,614	35,000	21,000	(14,000)	-40.00%
4811 Promotions / Brochures	32,629	40,050	25,050	(15,000)	-37.45% -100.00%
4970 License, Permit, and Application Fees	0	250	4 800	(250) 0	0.00%
5120 General Office Supplies	1,173	1,800	1,800	(250)	-27.78%
5230 Clothing and Wearing Apparel	810	900	650 450	(50)	-10.00%
5250 Food and Food Supplies	1,058	500	850	(1,150)	-57.50%
5280 Minor Equipment	4,167	2,000 500	0	(500)	-100.00%
5285 Miscellaneous Furniture	1,898	200	150	(50)	-25.00%
5290 Other Supplies	33 4 973		1,400	50	3.70%
5410 Reference Materials	1,872	1,350 2,215	2,115	(100)	-4.51%
5420 Memberships	1,939 0	2,215 1,200	2,500	1,300	108.33%
5530 Educational Expense 5531 Seminar/Training Reg Fees	3,933	7,770	3,330	(4,440)	-57.14%
5551 Seminal/Haming Neg 1 ees		•			
Total Operating Expenses	112,569	157,645	102,235	(55,410)	-35.15%
TOTAL EXPENDITURES	\$ 903,390	\$ 1,005,584	\$ 930,381	\$ (75,203)	-7.48%

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Organization:	Organizational Category:
Fund: 41200 Airport Operating Department: 1315 Finance and Budget	Executive X_AdministrationAviation Development
	Bovolopinion
Program Function:	,
Oversee all financial and accounting transactions for operating, construction, debt service and budgetary. financing, manages and prepares the Port Authority budgetary goals and implements budgetary policy to monthly budget status reports for each department. reports budgetary results as necessary to upper mar vouchers for all Port Authority expenditures. Billing a Authority revenues. Maintain over 250 accounts recaccounts. Preparation of monthly reports including I concession reports, terminal fees and operating states.	Assists with capital project budget. Assists in developing achieve these goals. Prepares Monitors the airport budget and nagement. Process payments and and reconciliation of all Port elivables as well as over 80 revenue anded weights, passengers,

FINANCE	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLERK VB5131541200		BUDGET	BUDGET	(Onder)	(Onder)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary 1420 Holiday Pay 2110 FICA Taxes (OASDHI) 2120 FICA Taxes (Medicare) 2210 Regular Retirement	\$1,108,096 44,229 62,075 16,444 134,955	\$1,171,872 47,610 74,999 18,292 134,469	\$1,126,417 46,104 72,110 17,588 143,339 247,343	(\$45,455) (1,506) (2,889) (704) 8,870 (7,285)	-3.88% -3.16% -3.85% -3.85% 6.60% -2.86%
2310 Health Insurance 2320 Life Insurance 2330 Dental Insurance	191,040 3,254 5,180	254,628 4,671 6,421	4,523 5,452	(148) (969)	-3.17% -15.09%
Total Personnel Services	1,565,273	1,712,962	1,662,876	(50,086)	-2.92%
OPERATING EXPENDITURES					
3120 Legal Services 3130 Financial Services 3190 Other Professional Services 3210 Auditing 3460 Data Processing 3490 Other Contracted Services 4010 Local Mileage 4022 Out of County Travel 4024 International Travel 4110 Telecommunications 4450 Other Equipment Rental 4710 Printing, Binding, and Copying 4810 Promotional Advertising and Expenses 4930 Deputy Clerk Fees 4950 Indirect Cost 4970 License, Permit, and Application Fees 4982 Airline Rebates 5120 General Office Supplies 5230 Clothing and Wearing Apparel	295,812 131,984 3,000 89,785 0 45,459 63 20,041 0 44 617 608 1,473 1,043 724,936 114 5,969,747 5,850 105	306,327 94,800 12,400 92,942 0 0 225 30,773 2,000 250 1,200 1,100 1,750 1,100 776,324 500 4,998,741 6,125 0	313,340 120,600 2,000 104,922 2,500 0 55 17,840 0 1,000 1,200 845 1,000 740,967 270 3,499,598 5,800 0	7,013 25,800 (10,400) 11,980 2,500 0 (170) (12,933) (2,000) (150) 0 (255) (750) (100) (35,357) (230) (1,499,143) (325)	-4.55% -46.00% -29.99% -5.31% 0.00%
5250 Clothing and Wearing Apparent 5250 Food and Food Supplies 5260 Janitorial and other Maint. Supplies 5280 Minor Equipment 5290 Other Supplies 5410 Reference Materials 5420 Memberships 5531 Seminar/Training Reg. Fees	11,198 240 7,221 13,088 3,123 2,268 11,393	11,500 450 3,000 10,175 4,612 2,460 15,945	11,700 400 1,900 14,501 4,200 2,100 8,655	200 (50) (1,100) 4,326 (412) (360) (7,290)	-36.67% 42.52% -8.93% -14.63%
Total Operating Expenses	7,339,212	6,374,699	4,855,493	(1,519,206)	-23.83%

<u>FINANCE</u>	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK VB5131541200		BUDGET	BUDGET	(Under)	(Under)
CAPITAL OUTLAY					
6410 Furniture and Equipment 6430 Vehicle and Rolling Stock	1,490,698 315,190	1,785,949 0	613,946 0	(1,172,003) 0	-65.62% 0%
Total Capital Outlay	1,805,888	1,785,949	613,946	(1,172,003)	-65.62%
9110 Interfund Transfers 9940 Reserves for Cash Balance	33,002,314 36,575,924	33,697,379 18,393,426	24,100,304 20,978,036	(9,597,075) 2,584,610	-28.48% 14.05%
Total Transfers and Reserves	69,578,238	52,090,805	45,078,340	(7,012,465)	-13.46%
TOTAL EXPENDITURES	\$ 80,288,611	\$ 61,964,415	\$ 52,210,655	\$ (9,753,760)	-15.74%

Organization: Fund: 41200 Airport Operating Department: 1316 Human Resources	Organizational Category: ExecutiveX_AdministrationAviationDevelopment				
Program Function: The Human Resources department represents a balance of both the needs of the employer and employee. A primary focus is working to maximize the productivity of the organization by optimizing the effectiveness of its employees.					
The majority of work responsibilities for the Human Resources department focus on the management, creation, implementation, and supervision of such policy and procedures relating to: Employee Relations, Compensation and Benefits, Labor Law Compliance, Training and Development, Recruitment and Payroll.					

	HUMAN RESOURCES	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
	CLERK VC5131641200		BUDGET	BUDGET	(Under)	(Under)
PERSO	ONNEL EXPENSES					
1210	Salaries - Base Salary	\$457,863	\$471,819	\$466,919	(\$4,900)	-1.04%
1420	Holiday Pay	19,482	20,016	20,109	93	0.47%
2110	FICA Taxes (OASDHI)	28,916	30,248	29,952	(296)	-0.98%
2120	FICA Taxes (Medicare)	6,763	7,378	7,305	(73)	-0.98%
2210	Regular Retirement	39,732	40,626	43,345	2,719	6.69%
2310	Health Insurance	337,050	94,445	98,522	4,077	4.32%
2311	Health Insurance Opt Out	604	0	0	0	0.00%
2320	Life Insurance	1,107	2,075	1,814	(261)	-12.56%
2330	Dental Insurance	2,220	2,964	2,517	(447)	-15.06%
2350	Disability	156,466	177,255	158,490	(18,765)	-10.59%
2510	Unemployment Compensation	6,642	32,440	32,440	0	0.00%
2614	Retiree Health Benefits	508,948	884,953	801,629	(83,324)	-9.42%
	Total Personnel Services	1,565,793	1,764,219	1,663,044	(101,175)	-5.73%
OPER/	ATING EXPENDITURES					
3110	Medical Services	43,042	58,820	43,000	(15,820)	-26.90%
3190		46,268	94,950	101,200	6,250	6.58%
3490	Other Contracted Services	[,] 531	400	300	(100)	-25.00%
4010	Local Mileage	158	100	300	200	200.00%
4015	County Sponsored Functions	1,655	4,500	4,850	350	7.78%
4022	Out of County Travel	9,310	9,000	5,800	(3,200)	-35.56%
4120	•	1,422	3,550	1,300	(2,250)	-63.38%
4710	-	180	200	200	O O	0.00%
4810		6,037	6,600	6,600	0	0.00%
4811		100	0	0	0	0.00%
4970		333	0	100	100	100.00%
5120		3,434	1,500	1,500	0	0.00%
5230		0	500	200	(300)	<i>-</i> 60.00%
5250		0	200	200	0	0.00%
5260	• •	92	100	100	0	0.00%
5280		1,915	1,800	0	(1,800)	-100.00%
5290		17,380	31,600	37,300	5,700	18.04%
5410	• •	1,527	1,700	2,100	400	23.53%
5420		976	1,350	1,350	. 0	0.00%
5531	Seminar/Training Reg. Fees	7,852	8,185	4,550	(3,635)	-44.41%
	Total Operating Expenses	142,212	225,055	210,950	(14,105)	-6.27%
TOTAL	EXPENDITURES	\$ 1,708,005	\$1,989,274	\$ 1,873,994	\$ (115,280)	-5.80%

Organization:	Organizational Category:				
Fund: 41200 Airport Operating	Executive				
Department: 1317 Purchasing	X_AdministrationAviationDevelopment				
Program Function:					
The Purchasing/Procurement Department provides outstanding customer focused support to Lee County Port Authority and the business community, procuring the highest quality goods and services at the best value in a legal, ethical and professional manner following the Values and Guiding Principles whereby ensuring adherence to the highest standards at all times.					
Working closely with internal client departments and legal, the purchasing staff utilizes project management from competitive process through vendor award/contract/purchas order consistent with the requirements of the Federal Guidelines, Model Procurement Code, Florida State Statutes and the Port Authority Purchasing Manual and Guidelines					

PURCHASING	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK VD5131741200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$267,195	\$318,391	\$319,135	\$744	0.23%
1230 Salaries - Part Time Regular	0	23,120	17,281	(5,839)	-25.26%
1420 Holiday Pay	11,966	13,550	13,712	162	1.19%
2110 FICA Taxes (OASDHI)	16,673	21,836	21,533	(303)	-1.39%
2120 FICA Taxes (Medicare)	3,899	5,326	5,252	(74)	-1.39%
2210 Regular Retirement	23,226	29,131	31,161	2,030	6.97%
2310 Health Insurance	65,690	92,340	121,179	28,839	31.23%
2320 Life Insurance	517	1,081	1,070	(11)	-1.00%
2330 Dental Insurance	1,813	2,470	2,517	47	1.92%
Total Personnel Services	390,979	507,245	532,840	25,595	5.05%
OPERATING EXPENDITURES					
3190 Other Professional Services	50	1,000	500	(500)	-50.00%
4010 Local Mileage	336	200	100	(100)	-50.00%
4022 Out of County Travel	581	9,000	6,810	(2,190)	-24.33%
4110 Telecommunications	13	15	15	0	0.00%
4120 Advertising	578	2,300	2,300	0	0.00%
4710 Printing, Binding, and Copying	444	400	400	0	0.00%
4810 Promotional Advertising and Expenses	0	500	500	0	0.00%
4811 Promotions / Brochures	0	350	750	400	114.29%
4970 License, Permit, and Application Fees	0	400	200	(200)	-50.00%
5120 General Office Supplies	736	500	500	0	0.00%
5230 Clothing and Wearing Apparel	489	500	500	0	0.00%
5250 Food and Food Supplies	0	0	200	200	100.00%
5260 Janitorial and other Maint Supplies	46	75	75	0	0.00%
5280 Minor Equipment	598	550	500	(50)	-9.09%
5420 Memberships	769	1,200	1,200	0	0.00%
5530 Educational Expense	(518)	1,200	0	(1,200)	-100.00%
5531 Seminar/Training Reg. Fees	1,701	5,150	3,100	(2,050)	-39.81%
Total Operating Expenses	5,823	23,340	17,650	(5,690)	-24.38%
TOTAL EXPENDITURES	\$ 396,802	\$ 530,585	\$ 550,490	\$ 19,905	3.75%
IOTAL EXPENDITORES	Ψ 030,002	Ψ 330,303	¥ 550,750		J., J/0

Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:
Fund: 41200 Airport Operating	Executive X Administration
Department: 1325 Information Technologies	AdministrationAviationDevelopment
Program Function: Information Technologies Department provides supposervices; establishes standards for software and hard restoration of public records; maintains computer systemosides VIRUS protection and internet services; provall Port Authority's computer systems; coordinates consecurity; provides technical assistance in resolving connew technology and provides user training.	dware; provides backup and stems and the system network; vides day-to-day management of bonsulting services to assure

INFORMATION TECHNOLOGY	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
CLERK VF5132541200	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK VF3132541200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES		·			
1210 Salaries - Base Salary	\$1,097,259	\$1,185,696	\$1,137,304	(\$48,392)	-4.08%
1250 Special Pay (with Retirement)	53	0	0	0	0.00%
1410 Overtime (OT1)	2,286	11,200	11,369	169	1.51%
1415 Overtime (OT1.5)	2,061	12,892	13,385	493	3.83%
1420 Holiday Pay	44,353	49,323	47,501	(1,822)	-3.69%
2110 FICA Taxes (OASDHI)	69,295	77,435	74,388	(3,047)	-3.94%
2120 FICA Taxes (Medicare)	16,208	18,887	18,143	(744)	-3.94%
2210 Regular Retirement	95,383	104,003	107,651	3,648	3.51%
2310 Health Insurance	243,870	316,203	320,684	4,481	1.42%
2311 Health Insurance Opt Out	0	600	600	0	0.00%
2320 Life Insurance	3,200	3,926	3,803	(123)	-3.13%
2330 Dental Insurance	6,845	8,359	7,133	(1,226)	<i>-</i> 14.67%
Total Personnel Services	1,580,813	1,788,524	1,741,962	(46,562)	-2.60%
OPERATING EXPENDITURES					
3190 Other Professional Services	157,505	218,500	251,999	33,499	15.33%
3460 Data Processing	1,242,564	1,653,302	1,726,283	72,981	4.41%
4010 Local Mileage	36	1,500	1,000	(500)	-33.33%
4022 Out of County Travel	10,486	12,500	7,500	(5,000)	-40.00%
4110 Telecommunications	292,738	395,850	333,450	(62,400)	-15.76%
4431 Office Equipment Lease	49,758	70,000	72,000	2,000	2.86%
4630 Equipment Maintenance	228,722	253,200	166,000	(87,200)	-34.44%
4635 Equipment Repair Parts	1,213	18,500	16,300	(2,200)	-11.89%
4710 Printing, Binding, and Copying	300	Ó	0	`´ o´	0.00%
5120 General Office Supplies	34,981	87,000	70,000	(17,000)	-19.54%
5230 Clothing and Wearing Apparel	3,428	4,500	4,500) o	0.00%
5260 Janitorial and other Maint. Supplies	0	100	100	0	0.00%
5280 Minor Equipment	197,842	81,600	52,100	(29,500)	-36.15%
5290 Other Supplies	172	400	0	(400)	-100.00%
5410 Reference Materials	37	2,500	2,500	` o´	0.00%
5420 Memberships	1,210	2,440	2,440	0	0.00%
5530 Educational Expense	4,897	17,000	9,000	(8,000)	-47.06%
5531 Seminar/Training Reg Fees	11,672	20,000	7,000	(13,000)	-65.00%
Total Operating Expenses	2,237,561	2,838,892	2,722,172	(116,720)	-4.11%
TOTAL EXPENDITURES	\$ 3,818,374	\$ 4,627,416	\$ 4,464,134	\$ (163,282)	-3.53%

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Organization:	Organizational Category:
Fund: 41200 Airport Operating	Executive X Administration
Department: 4215 Property Management	Aviation Development
Program Function:	
Negotiates drafts and manages all revenue producin licenses and permit agreements, covering the use or facilities at Southwest Florida International Airport ar oversees the Port Authority's property and casualty i renewals, determining appropriate contractual limits, as risk management.	r occupancy of all properties and and also and also insurance functions including

PROPERTY MANAGEMENT	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK VF5421541200	ACTUALS	BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$315,169	\$393,431	\$398,838	\$5,407	1.37%
1420 Holiday Pay	13,202	16,488	16,803	315	1.91%
2110 FICA Taxes (OASDHI)	19,166	25,210	25,562	352	1.40%
2120 FICA Taxes (Medicare)	4,621	6,149	6,235	86	1.39%
2210 Regular Retirement	27,320	33,859	36,992	3,133	9.25%
2310 Health Insurance	56,675	92,340	100,983	8,643	9.36%
2311 Health Insurance Opt Out	50	0	0	0	0.00%
2320 Life Insurance	921	1,779	1,805	26	1. 4 7%
2330 Dental Insurance	1,739	2,470	2,098	(372)	-15.06%
Total Personnel Services	438,863	571,726	589,315	17,589	3.08%
OPERATING EXPENDITURES					
3150 Appraisal Services	9,200	20,600	15,400	(5,200)	-25.24%
3190 Other Professional Services	80,914	85,725	75,569	(10,156)	-11.85%
4010 Local Mileage	32	300	270	(30)	-10.00%
4022 Out of County Travel	9,902	12,700	10,600	(2,100)	-16.54%
4024 International Travel	. 0	1,400	1,400	O O	0.00%
4120 Advertising	83	0	0	0	0.00%
4520 Insurance and Bonds	1,575,931	1,650,726	1,864,850	214,124	12.97%
4710 Printing, Binding, and Copying	120	120	60	(60)	-50.00%
4970 License, Permit, and Application Fees	43	0	0	Ò	0.00%
5120 General Office Supplies	895	1,600	1,270	(330)	-20.63%
5260 Janitorial and other Maint. Supplies	70	0	50	` 50	100.00%
5280 Minor Equipment	4,282	0	300	300	100.00%
5410 Reference Materials	1,887	1,700	1,270	(430)	-25.29%
5420 Memberships	2,161	2,480	2,900	420	16.94%
5530 Educational Expense	, O	6,500	. 0	(6,500)	-100.00%
5531 Seminar/Training Reg. Fees	3,940	7,500	6,990	(510)	-6.80%
Total Operating Expenses	1,689,460	1,791,351	1,980,929	189,578	10.58%
TOTAL EXPENDITURES	\$ 2,128,323	\$ 2,363,077	\$ 2,570,244	\$ 207,167	8.77%

<u>Organization</u> :	Organizational Category
Fund: 41200 Airport Operating	Executive Administration
Department: Development	Aviation _X Development

Program Function:

<u>Development</u> - Responsible for overall management of all Development Departments. Main function is to keep projects under budget, on schedule, and fully coordinated. Responsible for contract compliance of all professional and construction-related services. Reviews and processes all contract amendments, payment requests and project close-out documentation in accordance with Lee County Port Authority policies and procedures.

<u>Engineering/Construction Management</u> - Transforms development concepts of Port Authority management into construction documents ready for bidding and construction. Manages all designs, studies and analyses related to airport improvement projects. Manages and coordinates the work of construction, construction management, and construction administration activities. Strives to complete construction projects in accordance with the Port Authority's objectives on cost, time, quality of work and minimization of interruptions to normal airport operations.

Planning and Environmental Compliance – Responsible for completing Master Plan Updates, Lee Plan amendments and rezonings, noise studies, environmental assessments, assures NPDES compliance, coordination/review of FAA/FDOT policies and other governmental permitting agency requirements, along with local government regulations, for FMY, RSW and adjoining developments. Facilitates compliance with all local, state and federal environmental regulations, as well as assuring that permit compliance is maintained. Oversees management of 7,000 acre Mitigation Park. Maintain noise hotline, respond to noise comments, provide airspace reviews and issue tall structure permits.

Program Summary Cover Sheet Fiscal Year 2020 - 2021

<u>Organization</u> :	Organizational Category
Fund: 41200 Airport Operating	Executive Administration
Department: Development	Aviation XDevelopment

Government Affairs & Grants - Secures funding assistance from the Federal Aviation Administration, Florida Department of Transportation and other sources. Ensures compliance with all grant assurances and coordinates all development contracts and contract changes with the appropriate state and federal agencies. Reviews all federal and state legislation that may impact airports and coordinates issues with affected departments. In accordance with the regulations of the Department of Transportation 49 CFR Part 23 & 26, develops, implements and manages the Port Authority's Disadvantaged Business Enterprise (DBE) program. This includes carrying out technical assistance activities; disseminating information on available business opportunities; and assuring the award and administration of DOT-assisted contracts is non-discriminatory.

<u>Development Services</u> – Responsible for multiple airport functions including: administration of the Port Authority's Work Permit program, administration of the Development Division's professional services contracts; oversight of the web based Project Reporting System; CADD and graphics support including responsibility for aerial imagery; oversight of the LCPA Geographical Information System (GIS). Support other Port Authority departments by providing Due Diligence Reports containing infrastructure and demographic information of airport property.

DEVELOPMENT ADMINSTRATION		FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WB5121341200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					•
1210 Salaries - Base Salary	\$419,563	\$420,834	\$411,014	(\$9,820)	-2.33%
1420 Holiday Pay	16,627	17,094	16,766	(328)	-1.92%
2110 FICA Taxes (OASDHI)	19,860	26,933	26,308	(625)	-2.32%
2120 FICA Taxes (Medicare)	6,252	6,569	6,417	(152)	-2.32%
2210 Regular Retirement	71,203	68,817	74,069	5,252	7.63%
2310 Health Insurance	54,180	60,858	60,590	(268)	-0.44%
2320 Life Insurance	1,522	2,046	1,999	(47)	-2.32%
2330 Dental Insurance	1,332	1,482	1,259	(223)	-15.06%
Tatal Danas and Consisse	590,539	604,633	598,422	(6,211)	-1.03%
Total Personnel Services	390,339	004,033	330;4 <u>Z</u> E		1100.70
OPERATING EXPENDITURES					
4010 Local Mileage	70	20	20	0	0.00%
4011 Bridge Tickets & Passes	0	20	20	0	0.00%
4022 Out of County Travel	7,875	16,600	15,800	(800)	-4.82%
4024 International Travel	1,761	4,500	2,900	(1,600)	-35.56%
4110 Telecommunications	20	30	30	0	0.00%
4710 Printing, Binding, and Copying	0	70	70	0	0.00%
4810 Promotional Advertising and Expenses	878	450	450	0	0.00%
4970 License, Permit, and Application Fees	52	99	99	0	0.00%
5120 General Office Supplies	2,228	1,100	1,100	0	0.00%
5260 Janitorial and other Maint. Supplies	26	15	15	0	0.00%
5280 Minor Equipment	1,108	800	1,100	300	37.50%
5290 Other Supplies	. 0	30	30	0	0.00%
5410 Reference Materials	148	100	100	0	0.00%
5420 Memberships	739	1,260	1,260	0	0.00%
5530 Educational Expense	0	200	0	(200)	-100.00%
5531 Seminar/Training Reg. Fees	4,756	10,530	6,895	(3,635)	-34.52%
Total Operating Expenses	19,661	35,824	29,889	(5,935)	-16.57%
TOTAL EXPENDITURES	\$ 610,200	\$ 640,457	\$ 628,311	\$ (12,146)	-1.90%

DEVELOPMENT - ENGINEERING	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WB5422541200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$370,694	\$379,404	\$371,539	(\$7,865)	-2.07%
1310 Pay - Non-permanent labor	3,680	3,800	3,800	0	0.00%
1420 Holiday Pay	15,896	15,933	15,727	(206)	-1.29%
2110 FICA Taxes (OASDHI)	22,914	24,313	23,817	(496)	-2.04%
2120 FICA Taxes (Medicare)	5,359	5,930	5,809	(121)	-2.04%
2210 Regular Retirement	32,175	32,655	34,467	1,812	5.55%
2310 Health Insurance	64,260	72,054	73,234	1,180	1.64%
2320 Life Insurance	1,294	1,609	1,582	(27)	-1.69%
2330 Dental Insurance	1,776	1,976	1,678	(298)	-15.06%
Total Personnel Services	518,048	537,674	531,653	(6,021)	-1.12%
TOTAL I CISOMICI COLVICOS					
OPERATING EXPENDITURES					
3190 Other Professional Services	85	0	0	0	0.00%
4022 Out of County Travel	6,797	7,700	2,500	(5,200)	-67.53%
4710 Printing, Binding, and Copying	´ 0	60	60	0	0.00%
4970 License, Permit, and Application Fees	113	200	500	300	150.00%
5120 General Office Supplies	6	100	100	0	0.00%
5280 Minor Equipment	1,868	375	375	0	0.00%
5410 Reference Materials	. 0	100	100	0	0.00%
5420 Memberships	1,344	1,649	1,649	0	0.00%
5530 Educational Expense	0	1,000	0	(1,000)	-100.00%
5531 Seminar/Training Reg. Fees	5,372	2,770	1,944	(826)	-29.82%
Total Operating Expenses	15,585	13,954	7,228	(6,726)	-48.20%
TOTAL EXPENDITURES	\$ 533,633	\$ 551,628	\$ 538,881	\$ (12,747)	-2.31%

DEVELOPMENT - PLANNING	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WB5152041200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$287,095	\$331,359	\$305,852	(\$25,507)	-7.70%
1420 Holiday Pay	11,698	13,830	11,989	(1,841)	-13.31%
2110 FICA Taxes (OASDHI)	17,889	21,229	19,547	(1,682)	-7.92%
2120 FICA Taxes (Medicare)	4,184	5,178	4,768	(410)	-7.93%
2210 Regular Retirement	24,887	28,513	28,288	(225)	-0.79%
2310 Health Insurance	58,975	83,249	85,878	2,629	3.16%
2311 Health Insurance Opt Out	0	600	600	0	0.00%
2320 Life Insurance	676	1,452	1,326	(126)	-8.66%
2330 Dental Insurance	1,887	2,470	2,098	(372)	-15.06%
Total Personnel Services	407,291	487,880	460,345	(27,535)	-5.64%
OPERATING EXPENDITURES					
OI EIWINO EX ENDITORES					
3190 Other Professional Services	1,005	0	0	0	0.00%
4010 Local Mileage	5	40	20	(20)	-50.00%
4022 Out of County Travel	7,318	12,200	1,500	(10,700)	-87.70%
4026 Moving Expenses	1,032	0	0	0	0.00%
4110 Telecommunications	26	0	0	0	0.00%
4710 Printing, Binding, and Copying	1,300	500	2,500	2,000	400.00%
4970 License, Permit, and Application Fees	0	100	100	0	0.00%
5120 General Office Supplies	269	500	0	(500)	-100.00%
5221 Medical Supplies and Drugs	9	0	0	0	0.00%
5230 Clothing and Wearing Apparel	887	100	150	50	50.00%
5280 Minor Equipment	1,394	700	550	(150)	-21.43%
5420 Memberships	705	1,390	1,115	(275)	-19.78%
5530 Educational Expense	0	3,500	0	(3,500)	-100.00%
5531 Seminar/Training Reg. Fees	5,975	7,600	2,200	(5,400)	-71.05%
Total Operating Expenses	19,925	26,630	8,135	(18,495)	-69.45%
TOTAL EXPENDITURES	\$ 427,216	\$ 514,510	\$ 468,480	\$ (46,030)	-8.95%

DEVELOPMENT	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
GOVERNMENT SERVICES	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WB5132341200	-	BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$280,963	\$342,506	\$332,758	(\$9,748)	-2.85%
1420 Holiday Pay	12,163	14,706	14,137	(569)	-3.87%
2110 FICA Taxes (OASDHI)	17,371	21,969	21,334	(635)	-2.89%
2120 FICA Taxes (Medicare)	4,063	5,358	5,203	(155)	-2.88%
2210 Regular Retirement	24,398	29,506	30,874	1,368	4.64%
2310 Health Insurance	54,180	81,1 44	73,234	(7,910)	-9.75%
2320 Life Insurance	985	1,509	1,457	(52)	-3.42%
2330 Dental Insurance	1,332	1,976	1,678	(298)	-15.06%
Total Personnel Services	395,455	498,674	480,676	(17,998)	-3.61%
Total Fordamor Consider					
OPERATING EXPENDITURES					
3190 Other Professional Services	245	0	0	0	0.00%
4010 Local Mileage	60	300	250	(50)	-16.67%
4015 County Sponsored Functions	2,490	3,200	3,200	0	0.00%
4022 Out of County Travel	13,81 4	22,000	18,450	(3,550)	-16.14%
4710 Printing, Binding, and Copying	0	120	0	(120)	-100.00%
4810 Promotional Advertising and Expenses	3,647	2,850	1,800	(1,050)	-36.84%
5120 General Office Supplies	. 88	350	300	(50)	-14.29%
5230 Clothing and Wearing Apparel	282	0	0	0	0.00%
5280 Minor Equipment	3,556	200	0	(200)	-100.00%
5410 Reference Materials	3,650	8,695	8,595	(100)	-1.15%
5420 Memberships	37,822	37,825	36,183	(1,642)	-4.34%
5531 Seminar/Training Reg. Fees	6,532	6,330	4,905	(1,425)	-22.51%
Total Operating Expenses	72,186	81,870	73,683	(8,187)	-10.00%
TOTAL EXPENDITURES	\$ 467,641	\$ 580,544	\$ 554,359	\$ (26,185)	-4.51%

DEVELOPMENT - SERVICES	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WB5131341200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$472,034	\$498,115	\$425,045	(\$73,070)	-14.67%
1420 Holiday Pay	20,334	21,023	18,037	(2,986)	-14.20%
2110 FICA Taxes (OASDHI)	29,870	31,927	27,250	(4,677)	-14.65%
2120 FICA Taxes (Medicare)	6,986	7,787	6,646	(1,141)	-14.65%
2210 Regular Retirement	40,929	42,881	39,434	(3,447)	-8.04%
2310 Health Insurance	97,885	142,002	121,179	(20,823)	-14.66%
2320 Life Insurance	1,192	1,624	1,432	(192)	-11.84%
2330 Dental Insurance	2,627	3,457	2,517	(940)	-27.18%
Total Personnel Services	671,857	748,816	641,541	(107,275)	-14.33%
					-
OPERATING EXPENDITURES					
3190 Other Professional Services	390	6,000	8,000	2,000	33.33%
3490 Other Contracted Services	40	0	0	0	0.00%
4010 Local Mileage	0	300	200	(100)	-33.33%
4022 Out of County Travel	3,774	5,912	4,000	(1,912)	-32.34%
4025 Interview Expense	307	0	0	0	0.00%
4110 Telecommunications	23	200	150	(50)	-25.00%
4630 Equipment Maintenance	0	2,400	1,900	(500)	-20.83%
4635 Equipment Repair Parts	0	100	100	0	0.00%
4710 Printing, Binding, and Copying	1,624	580	680	100	17.24%
4810 Promotional Advertising and Expenses	0	20,000	0	(20,000)	-100.00%
5120 General Office Supplies	2,761	4,230	3,930	(300)	-7.09%
5230 Clothing and Wearing Apparel	744	0	50	50	100.00%
5280 Minor Equipment	1,500	400	0	(400)	-100.00%
5290 Other Supplies	24	0	0	0	0.00%
5410 Reference Materials	359	660	660	0	0.00%
5420 Memberships	325	662	937	275	41.54%
5531 Seminar/Training Reg. Fees	1,631	4,150	2,750	(1,400)	-33.73%
Total Operating Expenses	13,502	45,594	23,357	(22,237)	-48.77%
TOTAL EVDENDITUDES	\$ 685,359	\$ 794,410	\$ 664,898	\$ (129,512)	-16.30%
TOTAL EXPENDITURES	4 003,333	Ψ / 37,710	ψ 00-1,000	+ (,)	

NON-DEPARTMENTAL	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WB5422741200		BUDGET	BUDGET	(Under)	(Under)
OPERATING EXPENDITURES					
3140 Architect & Engineering Services	\$521,113	\$565,896	\$509,316	(\$56,580)	-10.00%
3150 Appraisal Services	3,800	0	0	0	0.00%
3190 Other Professional Services	972,888	725,987	653,988	(71,999)	-9.92%
3490 Other Contracted Services	262,544	799,582	614,396	(185,186)	-23.16%
4970 License, Permit, and Application Fees	100	1,000	900	(100)	-10.00%
Total Operating Expenses	1,760,445	2,092,465	1,778,600	(313,865)	-15.00%
TOTAL EXPENDITURES	\$ 1,760,445	\$ 2,092,465	\$1,778,600	\$ (313,865)	-15.00%

Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:
Fund: 41200 Airport Operating	Executive Administration
Department: Airport Maintenance (RSW)	X Aviation Development

Program Function:

The Maintenance Department is comprised of three main sections, Airfield/Grounds, Terminal, and Resources.

The Airfield/Grounds section provides the airport grounds maintenance to include landscaping, mowing, irrigation, planting, lakes, ditches, trash control and airfield mowing. Airside Maintenance activities include; airfield lighting, airfield signs, runways, taxiways, aprons, Maintenance of FAA Part 139 standards and NAVAIDS as well as the landside building maintenance of the parking garage, taxi/limo, vehicle maintenance, field shop, training center, airfield maintenance bldg., sign shop, carpenter shop, toll booth/building, airfield vault, air freight, all roadways, parking lots, lift stations, emergency generators and fencing.

The Terminal Maintenance section of the department provides the maintenance of the terminal building, RAC building, ARFF Station, chiller plant, HVAC system, fire protection system, public address system, emergency systems, lighting, baggage handling system, security/CCTV system, locks and access controls, housekeeping, light construction, contract maintenance and elevator/escalator maintenance.

The Resources section provides the maintenance of the vehicle and equipment fleet, warehouse operations, fuel management system, welding/fabrication shop, CMMS and departmental programs.

	AIRPORT MAINTENANCE	FY 18/19.	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ROLLUP CLERK WJ5422841200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
	CLERK WJ3422641200		BODGET	BODOL1	(Onder)	(Ondon)
PERSO	DNNEL EXPENSES					
1210	Salaries - Base Salary	\$4,871,276	\$5,240,491	\$4,955,036	\$ (285,455)	-5.45%
1250	Special Pay (with Retirement)	28,578	26,337	21,663	(4,674)	-17.75%
1410	Overtime (OT1)	58,276	68,611	60,693	(7,918)	-11.5 4 %
1415	- ' '	142,293	166,853	150,896	(15,957)	-9.56%
1420		165,735	216,824	205,922	(10,902)	-5.03%
	Holiday Pay 1.5	51,888	72,319	24,352	(47,967)	-66.33% -6.23%
	FICA Taxes (OASDHI)	318,855	355,374	333,242	(22,132)	-6.23%
	FICA Taxes (Medicare)	73,637	86,677	81,278	(5,399) 4,953	-0.23% 1.04%
2210		460,631	477,299	482,252	(52,648)	-2.76%
2310		1,493,737	1,908,949 0	1,856,301 0	(32,040)	0.00%
2311		604 10,574	15,752	14,776	(976)	-6.20%
2320		39,649	52,182	44,057	(8,125)	-15.57%
2330	Dental Insurance	39,049	32,102	44,007	(0,120)	
	Total Personnel Services	7,715,733	8,687,668	8,230,469	(457,199)	<u>-5.26%</u>
OPER	ATING EXPENDITURES					
3190	Other Professional Services	247,958	193,900	197,500	3,600	1.86%
3430	· · · · · · · · · · · · · · · · ·	18,245	21,500	19,700	(1,800)	-8.37%
3490		845,000	1,516,000	3,247,500	1,731,500	114.22%
4010	- · ·	1,873	150	150	0	0.00%
4022	-	31,815	27,000	0	(27,000)	-100.00%
4110	=""	154	1,750	300	(1,450)	-82.86%
4310	Electric	2,967,363	3,274,298	2,907,989	(366,309)	-11.19%
4315	Television Cable Services	1,38 4	2,000	1,500	(500)	-25.00%
4330		447,326	428,117	425,031	(3,086)	-0.72%
4340		398,094	347,318	327,436	(19,882)	-5.72%
4410		11,367	12,240	10,840	(1,400)	-11.44% -100.00%
4420		13,235	3,000	0 46 300	(3,000) (1,900)	-3.94%
4450		60,795	48,200	46,300 126,000	(163,000)	-56.40%
4610		410,720	289,000 229,300	196,300	(33,000)	-14.39%
4615		522,608 257,646	226,000	221,000	(5,000)	-2.21%
4620		113,378	131,500	170,000	38,500	29.28%
	Equipment Maintenance	1,319,493	1,326,000	1,247,500	(78,500)	-5.92%
	Equipment Repair Parts Horticultural	63,334	50,000	35,000	(15,000)	-30.00%
	Printing, Binding, and Copying	1,730	3,050	1,800	(1,250)	-40.98%
4810		0	0	. 0	0	0.00%
	Solid Waste Assessment	64,253	70,000	68,000	(2,000)	-2.86%
	License, Permit, and Application Fees	7,392	9,900	7,000	(2,900)	-29.29%
	General Office Supplies	23,022	28,200	22,800	(5,400)	-19.15%
5210		498,637	678,814	527,529	(151,285)	-22.29%
5221		2,574	5,000	3,500	(1,500)	-30.00%
	Clothing and Wearing Apparel	24,209	37,740	36,740	(1,000)	-2.65%
	Chemicals	77,447	77,200	74,000	(3,200)	-4.15%
5250	Food and Food Supplies	324	400	0	(400)	-100.00%
5260		23,665	25,700	21,700	(4,000)	-15.56%
5280		92,506	156,050	84,550	(71,500)	-45.82%
5290	Other Supplies	26,922	36,150	23,200	(12,950)	-35.82%

	AIRPORT MAINTENANCE ROLLUP CLERK WJ5422841200	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
5040	A It Coldenia	16 202	20.000	20,000	0	0,00%
5310	Asphalt and Coldmix	16,393	-,	,	-	-10.00%
5320	Road Base Materials	37,356	20,000	18,000	(2,000)	
5340	Cement and Concrete	1,497	2,000	2,000	0	0.00%
5360	Sign Material	92,439	75,000	70,000	(5,000)	<i>-</i> 6.67%
5390	Other Road Materials	38,225	61,000	38,500	(22,500)	-36.89%
5410	Reference Materials	6,403	4,900	3,350	(1,550)	-31.63%
5420	Memberships	703	910	910	0	0.00%
5530	Educational Expense	9,278	19,000	6,000	(13,000)	-68.42%
5531	Seminar/Training Reg. Fees	30,492	40,050	0	(40,050)	-100.00%
	Total Operating Expenses	8,807,263	9,498,337	10,209,625	711,288	7.49%
TOTAL	. EXPENDITURES	\$ 16,522,996	\$ 18,186,005	\$ 18,440,094	\$ 254,089	1.40%

MAINTENANCE - RESOURCES	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WJ5100041200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$777,497	\$788,294	\$799,834	\$ 11,540	1.46% 92.86%
1250 Special Pay (with Retirement)	416 10,685	980 17,504	1,890 16,119	910 (1,385)	-7.91%
1410 Overtime (OT1) 1415 Overtime (OT1.5)	1,438	21,388	18,308	(3,080)	-14.40%
1420 Holiday Pay	32,528	32,760	33,682	922	2.82%
1425 Holiday Pay 1.5	0	9,709	0	(9,709)	-100.00%
2110 FICA Taxes (OASDHI)	49,642	52,745	53,495	750	1.42% 1.42%
2120 FICA Taxes (Medicare)	11,610	12,865 70,841	13,047 77,415	182 6,574	9.28%
2210 Regular Retirement 2310 Health Insurance	76,892 221,555	247,508	285,382	37,874	15.30%
2320 Life Insurance	1,617	2,256	2,445	189	8.36%
2330 Dental Insurance	6,512	7,310	6,713	(597)	-8.16%
Total Personnel Services	1,190,392	1,264,160	1,308,330	44,170	3,49%
OPERATING EXPENDITURES					
3190 Other Professional Services	11,461	45,400	41,000	(4,400)	-9.69%
3430 Uniform/Laundry Service	2,519	3,000	2,700	(300)	-10.00%
3460 Data Processing	8	0	0	0	0.00% 127400.00%
3490 Other Contracted Services	1,266 1,702	2,000 150	2,550,000 0	2,548,000 (1 50)	-100.00%
4010 Local Mileage 4022 Out of County Travel	8,115	5,500	ŏ	(5,500)	-100.00%
4110 Telecommunications	37	750	100	(650)	-86.67%
4310 Electric	2,967,363	3,274,298	2,907,989	(366,309)	-11.19%
4330 Water and Sewer	447,326	428,117	425,031	(3,086)	-0.72%
4340 Trash and Garbage	389,469	338,318 12,240	318,436 10,840	(19,882) (1,400)	-5.88% -11.44%
4410 Land, Building, Parking Rental 4420 Vehicle Rental	11,367 13,235	3,000	10,040	(3,000)	-100.00%
4450 Other Equipment Rental	17,400	17,500	18,100	600	3.43%
4615 Maintenance Materials	66,471	75,000	60,000	(15,000)	-20.00%
4620 Vehicle Maintenance	257,646	226,000	221,000	(5,000)	-2.21%
4630 Equipment Maintenance	96,976	67,500	91,500	24,000 (57,500)	35.56% -8.85%
4635 Equipment Repair Parts 4710 Printing, Binding, and Copying	611,783 1,460	649,500 2,500	592,000 1,500	(1,000)	-40.00%
4955 Solid Waste Assessment	64,253	70,000	68,000	(2,000)	-2.86%
4970 License, Permit, and Application Fees	2,037	2,500	2,000	(500)	-20.00%
5120 General Office Supplies	17,742	22,500	17,800	(4,700)	-20.89%
5210 Fuel and Lubricants	498,637	678,814	527,529	(151,285)	-22.29%
5221 Medical Supplies and Drugs	2,574	5,000 12,980	3,500 11,980	(1,500) (1,000)	-30.00% -7.70%
5230 Clothing and Wearing Apparel 5240 Chemicals	8,312 3,616	6,500	3,750	(2,750)	-42.31%
5250 Food and Food Supplies	324	400	0	(400)	-100.00%
5260 Janitorial and other Maint. Supplies	19,735	22,500	19,000	(3,500)	-15.56%
5280 Minor Equipment	13,636	84,000	15,500	(68,500)	-81.55%
5290 Other Supplies	10,785	12,250	9,300	(2,950)	-24.08% 0.00%
5390 Other Road Materials 5410 Reference Materials	13,948 4,564	15,000 3,700	15,000 2,550	0 (1,150)	-31.08%
5410 Reference Materials 5420 Memberships	379	310	310	(1,130)	0.00%
5530 Educational Expense	0,0	4,500	0	(4,500)	-100.00%
5531 Seminar/Training Reg. Fees	4,244	9,750	. 0	(9,750)	-100.00%
Total Operating Expenses	5,570,390	6,101,477	7,936,415	1,834,938	30.07%
TOTAL EXPENDITURES	\$ 6,760,782	\$ 7,365,6 37	\$ 9,244,745	\$ 1,879,108	25.51%

	MAINTENANCE - TERMINAL	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
	CLERK WJ5200041200		BUDGET	BUDGET	(Under)	(Under)
PERSO	ONNEL EXPENSES			7		
1210	Salaries - Base Salary	\$2,623,724	\$2,745,230	\$2,574,994	\$ (170,236)	-6.20%
1250	Special Pay (with Retirement)	20,084	17,027	12,638	(4,389)	-25.77%
1410	Overtime (OT1)	34,773	31,875	28,879	(2,996)	-9.40%
1415	Overtime (OT1.5)	99,598	99,476	95,113	(4,363)	-4.39%
1420	Holiday Pay	71,654	112,779	105,964	(6,815)	-6.04%
1425	Holiday Pay 1.5	51,395	37,977	24,352	(13,625)	-35.88%
	FICA Taxes (OASDHI)	173,762	187,228	174,779	(12,449)	-6.65%
	FICA Taxes (Medicare)	39,704	45,665	42,629	(3,036)	-6.65%
2210	Regular Retirement	245,189	251,464	252,933	1,469	0.58%
2310	Health Insurance	787,927	1,002,434	967,143	(35,291)	-3.52%
2311	Health Insurance Opt Out	604	0	0	0	0.00%
2320	Life Insurance	5,659	8,537	7,795	(742)	-8.69%
2330	Dental Insurance	19,965	26,178	21,819	(4,359)	-16.65%
	Total Personnel Services	4,174,038	4,565,870	4,309,038	(256,832)	-5.63%
OPERA	ATING EXPENDITURES					
3190	Other Professional Services	164,289	119,500	115,000	(4,500)	-3.77%
3430	Uniform/Laundry Service	8,594	10,500	9,500	(1,000)	-9.52%
3490	Other Contracted Services	307,065	443,000	80,500	(362,500)	-81.83%
4010	Local Mileage	139	0	150	150	100.00%
4022	Out of County Travel	13,522	12,000	0	(12,000)	-100.00%
4110	Telecommunications	100	700	200	(500)	-71. 43 %
4450	Other Equipment Rental	10,151	9,500	10,000	500	5. 26 %
4610	Building Maintenance	262,064	96,000	102,000	6,000	6.25%
4615	Maintenance Materials	310,036	129,300	113,800	(15,500)	-11.99%
4630	Equipment Maintenance	1,722	49,000	68,000	19,000	38.78%
4635	Equipment Repair Parts	602,581	522,000	522,500	500	0.10%
4710	Printing, Binding, and Copying	270	400	150	(250)	-62.50%
4970	License, Permit, and Application Fees	5,196	6,900	4,500	(2,400)	-34.78%
5120	General Office Supplies	2,505	3,200	2,500	(700)	-21.88%
5230	Clothing and Wearing Apparel	7,134	13,460	13,460	0	0.00%
5240	Chemicals	34	700	250	(450)	-64.29%
5260	Janitorial and other Maint. Supplies	2,839	2,200	1,700	(500)	-22.73%
5280	Minor Equipment	51,795	39,550	39,550	0	0.00%
5290	Other Supplies	12,370	19,900	9,900	(10,000)	-50.25%
5410	Reference Materials	399	850	450	(400)	-47.06% 50.00%
5530	Educational Expense	6,164	12,000	6,000	(6,000)	-50.00%
5531	Seminar/Training Reg. Fees	13,597	17,800	0	(17,800)	-100.00%
	Total Operating Expenses	1,782,566	1,508,460	1,100,110	(408,350)	-27.07%
TOTAL	EXPENDITURES	\$ 5,956,604	\$ 6,074,330	\$ 5,409,148	\$ (665,182)	-10.95%

MAINTENANCE - AIRFIELD	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WJ5300041200	AOTOALO	BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,470,055	\$1,706,967	\$1,580,208	\$ (126,759)	-7.43%
1250 Special Pay (with Retirement)	8,078	8,330	7,135	(1,195)	-14.35%
1410 Overtime (OT1)	12,818	19,232	15,695	(3,537)	-18.39%
1415 Overtime (OT1.5)	41,257	45,989	37,476	(8,513)	-18.51%
1420 Holiday Pay	61,553	71,285	66,277	(5,008)	-7.03%
1425 Holiday Pay 1.5	493	24,633	0	(24,633)	-100.00%
2110 FICA Taxes (OASDHI)	95,451	115,401	104,968	(10,433)	-9.04%
2120 FICA Taxes (Medicare)	22,323	28,147	25,602	(2,545)	-9.04%
2210 Regular Retirement	138,550	154,994	151,904	(3,090)	-1.99%
2310 Health Insurance	484,255	659,007	603,776	(55,231)	-8.38%
2320 Life Insurance	3,298	4,959	4,536	(423)	-8.53%
2330 Dental Insurance	13,172	18,694	15,524	(3,170)	-16.95%
Total Personnel Services	2,351,303	2,857,638	2,613,100	(244,538)	-8.56%
OPERATING EXPENDITURES					
3190 Other Professional Services	72,208	29,000	41,500	12,500	43.10%
3430 Uniform/Laundry Service	7,132	8,000	7,500	(500)	-6.25%
3490 Other Contracted Services	536,669	1,071,000	617,000	(454,000)	-42.39%
4010 Local Mileage	32	0	0	0	0.00%
4022 Out of County Travel	10,178	9,500	0	(9,500)	-100.00%
4110 Telecommunications	17	300	0	(300)	-100.00%
4315 Television Cable Services	1,384	2,000	1,500	(500)	-25.00%
4340 Trash and Garbage	8,625	9,000	9,000	0	0.00%
4450 Other Equipment Rental	33,244	21,200	18,200	(3,000)	-14.15%
4610 Building Maintenance	148,656	193,000	24,000	(169,000)	-87.56%
4615 Maintenance Materials	146,101	25,000	22,500	(2,500)	-10.00%
4630 Equipment Maintenance	14,680	15,000	10,500	(4,500)	-30.00%
4635 Equipment Repair Parts	105,129	154,500	133,000	(21,500)	-13.92%
4663 Horticultural	63,334	50,000	35,000	(15,000)	-30.00%
4710 Printing, Binding, and Copying	0	150	150	0	0.00%
4970 License, Permit, and Application Fees	159	500	500	0	0.00%
5120 General Office Supplies	2,775	2,500	2,500	0	0.00%
5230 Clothing and Wearing Apparel	8,763	11,300	11,300	0	0.00%
5240 Chemicals	73,797	70,000	70,000	. 0	0.00%
5260 Janitorial and other Maint. Supplies	1,091	1,000	1,000	0	0.00%
5280 Minor Equipment	27,075	32,500	29,500	(3,000)	-9.23%
5290 Other Supplies	3,767	4,000	4,000	0	0.00%
5310 Asphalt and Coldmix	16,393	20,000	20,000	0	0.00%

MAINTENANCE - AIRFIELD	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WJ5300041200		BUDGET	BUDGET	(Under)	(Under)
5320 Road Base Materials	37,356	20,000 2,000	18,000 2,000	(2,000)	-10.00% 0.00%
5340 Cement and Concrete 5360 Sign Material	1,497 92,439	75,000	70,000	(5,000)	-6.67%
5390 Other Road Materials 5410 Reference Materials	24,277 1,440	46,000 350	23,500 350	(22,500) 0	-48.91% 0.00%
5420 Memberships 5530 Educational Expense	324 3,114	600 2,500	600 0	0 (2,500)	0.00% -100.00%
5531 Seminar/Training Reg. Fees	12,651	12,500	0	(12,500)	-100.00%
Total Operating Expenses	1,454,307	1,888,400	1,173,100	(715,300)	-37.88%
TOTAL EXPENDITURES	\$ 3,805,610	\$4,746,038	\$3,786,200	\$ (959,838)	-20.22%

Organization:	Organizational Category:				
Fund: 41200 Airport Operating	Executive Administration				
Department: 4229 Airport Contract Management	XAviation Development				
Program Function:					
Oversee a multitude of outsourced service, maintenance, and support contracts which provide important services to the Lee County Port Authority. Prepare comprehensive solicitations for a variety of services that furnish valuable labor and material resources and support to the Aviation Division and other Authority departments as necessary.					
Airport Contract Management service and support agreements include parking lot and shuttle service management, janitorial routine and project services, rental car fuel system management, elevator and escalator equipment repair and maintenance, chillers system and building controls support, on-call general contractor services, interior plantscaping services, terminal music licensing, satellite television services, pest control services and general maintenance and support services.					

CONTRACT MANAGEMENT	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WJ5422941200	ACTUALS	BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
			4004 770	(070 404)	00.440/
1210 Salaries - Base Salary	\$229,508	\$274,173	\$201,772	(\$72,401)	-26.41% -25.82%
1420 Holiday Pay	8,842	11,148	8,269	(2,879)	-25.62% -26.38%
2110 FICA Taxes (OASDHI)	14,009	17,547	12,918	(4,629)	
2120 FICA Taxes (Medicare)	3,410	4,280	3,151	(1,129)	-26.39%
2210 Regular Retirement	19,811	23,568	18,694	(4,874)	-20.68%
2310 Health Insurance	32,000	42,677	53,037	10,360	24.28%
2320 Life Insurance	666	1,083	683	(400)	-36.90%
2330 Dental Insurance	1,110	1,482	1,259	(223)	-15.06%
Total Personnel Services	309,356	375,958	299,782	(76,176)	-20.26%
OPERATING EXPENDITURES					
3170 Management Fees (Parking Lot)	4,744,158	5,359,562	4,925,371	(434,191)	-8.10%
3190 Other Professional Services	375	0	0	O O	0.00%
3410 Janitorial Services	5,643,582	6,358,129	5,680,52 3	(677,606)	-10.66%
3490 Other Contracted Services	3,215,185	3,790,272	990,513	(2,799,759)	-73.87%
4010 Local Mileage	0	119	119	0	0.00%
4022 Out of County Travel	937	3,998	1,000	(2,998)	-74.99%
4315 Television Cable Services	2,798	4,165	3,842	(323)	-7.76%
4630 Equipment Maintenance	13,640	15,860	16,530	670	4.22%
4710 Printing, Binding, and Copying	60	0	0	0	0.00%
4810 Promotional Advertising and Expenses	2,000	5,000	0	(5,000)	-100.00%
4811 Promotions / Brochures	2,000	99	99	`´ o´	0.00%
4970 License, Permit, and Application Fees	1,254	1,280	1,280	0	0.00%
5120 General Office Supplies	247	740	450	(290)	-39.19%
5230 Clothing and Wearing Apparel	179	174	250	` 76 [°]	43.68%
5280 Minor Equipment	3,967	639	600	(39)	-6.10%
5285 Miscellaneous Furniture	2,988	2,000	200	(1,800)	-90.00%
5290 Other Supplies	86	0	0	` 0	0.00%
5410 Reference Materials	0	200	150	(50)	-25.00%
5420 Memberships	336	620	350	(270)	-43.55%
5420 Memberships 5531 Seminar/Training Reg. Fees	678	1,400	700	(700)	-50.00%
Total Operating Expenses	13,632,470	15,544,257	11,621,977	(3,922,280)	-25.23%
				4 (0.000 170)	0F 400/
TOTAL EXPENDITURES	\$ 13,941,826	\$ 15,920,215	\$ 11,921,759	\$ (3,998,456)	-25.12%

Program Summary Cover Sheet Fiscal Year 2020 - 2021

Executive Administration
X Aviation Development

Program Function:

Overall twenty-four hour airport security and law enforcement, counter-terrorism; responsible for compliance with all applicable Department of Homeland Security/Transportation Security Administration's security directives, and enforcement of all state and local laws, to include deterrence and rapid response in our jurisdiction. The Department is comprised of the following teams: Patrol, Investigations/Intelligence, Field Force, Hazardous Device Squad, and civilian traffic agent force, responsible for traffic, pedestrian safety and curbside counter-terrorism and TSA/APD Canine Explosives Team, with participation in HSI Task Force, JTTF Task Force. Our goal for the next several years of budget will be focused on training and staffing in an effort to increase our response and service capabilities.

Our mission is to faithfully serve all people we encounter with empathy and compassion. We strive to provide the safest environment in the aviation industry, by proactively detecting and deterring crime and terrorism. We will keep in clear sight that it is a privilege and honor to wear our badge and serve the community.

POLICE	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	Over	PERCENT Over
CLERK WD5423041200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$550,283	\$358,196	\$810,905	\$452,709	126.39%
1220 Salaries - Full Time High Risk	2,274,061	2,748,206	2,828,875	80,669	2.94%
1230 Salaries - Part Time Regular	0	0	131,235	131,235	100.00%
1250 Special Pay (with Retirement)	56,476	68,796	69,823	1,027	1.49%
1410 Overtime (OT1)	62,999	36,778	25,507	(11,271)	-30.65%
1415 Overtime (OT1.5)	241,723	141,032	233,473	92,441	65.55% 43.09%
1420 Holiday Pay	33,181	38,885	55,641	16,756	43.09% 62.00%
1425 Holiday Pay 1.5	77,480	92,948	150,575	57,627	375.39%
1510 Special Pay (without Retirement)	14,065	1,960	9,318	7,358 49,726	23.19%
2110 FICA Taxes (OASDHI)	200,855	214,438	264,164 64,430	12,128	23.19%
2120 FICA Taxes (Medicare)	47,106	52,302 11,272	84,211	72,939	647.08%
2210 Regular Retirement	35,669	820,831	865,083	44,252	5.39%
2220 High Risk Retirement	739,166 548,845	832,490	1,171,910	339,420	40.77%
2310 Health Insurance	2,397	3,600	4,800	1,200	33.33%
2311 Health Insurance Opt Out	5,509	9,074	10,826	1,752	19.31%
2320 Life Insurance 2330 Dental Insurance	16,169	23,140	28,112	4,972	21.49%
2330 Dental insurance	10,100	20,110			
Total Personnel Services	4,905,984	5,453,948	6,808,886	1,354,938	24.84%
OPERATING EXPENDITURES					
3190 Other Professional Services	33,747	95,400	40,650	(54,750)	-57.39%
3430 Uniform/Laundry Service	0	100	8,000	7,900	7900.00%
3490 Other Contracted Services	0	0	26,000	26,000	100.00%
4010 Local Mileage	0	300	400	100	33.33%
4011 Bridge Tickets & Passes	85	30	30	0	0.00%
4022 Out of County Travel	12,329	21,067	35,987	14,920	70.82%
4110 Telecommunications	0	50	300	250 500	500.00%
4315 Television Cable Services	1,125	2,000	2,500	500	25.00% 0.00%
4420 Vehicle Rental	0	300	300	0 3,204	100.00%
4450 Other Equipment Rental	0	0	3,204	1,200	400.00%
4615 Maintenance Materials	488	300	1,500 3,985	(465)	-10.45%
4620 Vehicle Maintenance	1,501	4,450	4,920	100	2.07%
4630 Equipment Maintenance	5,103	4,820 1,540	2,410	870	56.49%
4635 Equipment Repair Parts	1,851 3,062	1,100	4,425	3,325	302.27%
4710 Printing, Binding, and Copying	•	1,500	3,806	2,306	153.73%
4810 Promotional Advertising and Expenses 4970 License, Permit, and Application Fees	127	220	229	9	4.09%
5120 General Office Supplies	3,839	4,000	2,000	(2,000)	-50.00%
5210 Fuel and Lubricants	144	0	O	0	0.00%
5221 Medical Supplies and Drugs	488	900	9,052	8,152	905.78%
5230 Clothing and Wearing Apparel	43,956	40,000	62,500	22,500	56.25%
5260 Janitorial and other Maint. Supplies	215	0	500	500	100.00%
5280 Minor Equipment	68,018	51,946	51,002	(944)	-1.82%
5290 Other Supplies	37,314	50,482	53,410	2,928	5.80%
5410 Reference Materials	0	1,354	1,454	100	7.39%
5420 Memberships	1,343	2,135	1,760	(375)	-17.56%
5530 Educational Expense	535	7,500	5,500	(2,000)	-26.67%
5531 Seminar/Training Reg. Fees	10,938	13,950	8,650	(5,300)	-37.99%
Total Operating Expenses	227,172	305,444	334,474	29,030	9.50%
TOTAL EXPENDITURES	\$ 5,133,156	\$5,759,392	\$ 7,143,360	\$ 1,383,968	24.03%
	51	1			

APD - SECURITY	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WD5423141200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$642,917	\$663,481	\$0	(\$663,481)	-100.00%
1250 Special Pay (with Retirement)	7,331	6,366	0	(6,366)	-100.00%
1310 Pay - Non-permanent labor	11,044	25,000	0	(25,000)	-100.00%
1410 Overtime (OT1)	3,390	2,751	0	(2,751)	-100.00%
1415 Overtime (OT1.5)	72,039	99,316	0	(99,316)	-100.00%
1420 Holiday Pay	1,883	12,733	0	(12,733)	-100.00%
1425 Holiday Pay 1.5	26,031	30,559	0	(30,559)	-100.00%
2110 FICA Taxes (OASDHI)	46,379	50,135	0	(50,135)	-100.00%
2120 FICA Taxes (Medicare)	10,847	12,228	0	(12,228)	-100.00%
2210 Regular Retirement	63,508	67,336	0	(67,336)	-100.00%
2310 Health Insurance	215,980	323,906	0	(323,906)	-100.00%
2311 Health Insurance Opt Out	836	1,200	0	(1,200)	-100.00%
2320 Life Insurance	1,319	2,045	0	(2,045)	-100.00%
2330 Dental Insurance	7,363	9,878	0	(9,878)	-100.00%
		1.000.001		(4.005.504)	400.000/
Total Personnel Services	1,110,867	1,306,934	0	(1,306,934)	-100.00%
OPERATING EXPENDITURES		·			
3190 Other Professional Services	0	13,000	0	(13,000)	-100.00%
3490 Other Contracted Services	0	70,250	0	(70,250)	-100.00%
4010 Local Mileage	0	100	0	(100)	-100.00%
4022 Out of County Travel	0	500	0	(500)	-100.00%
4450 Other Equipment Rental	0	204	0	(204)	-100.00%
4630 Equipment Maintenance	0	50	0	(50)	-100.00%
4635 Equipment Repair Parts	0	50	0	(50)	-100.00%
4710 Printing, Binding, and Copying	0	307	0	(307)	-100.00%
4810 Promotional Advertising and Expenses	1,625	2,306	0	(2,306)	-100.00%
4970 License, Permit, and Application Fees	23	102	0	(102)	-100.00%
5120 General Office Supplies	2,079	2,152	0	(2,152)	-100.00%
5221 Medical Supplies and Drugs	63	256	0	(256)	-100.00%
5230 Clothing and Wearing Apparel	18,975	19,219	0	(19,219)	-100.00%
5260 Janitorial and other Maint. Supplies	0	51	Ō	(51)	-100.00%
5280 Minor Equipment	533	1,415	Ō	(1, 4 15)	-100.00%
5290 Other Supplies	0	650	Ō	(650)	-100.00%
5531 Seminars/Training Reg. Fees	902	500	Ö	(500)	-100.00%
	04.000	444 445		(444,442)	400.000/
Total Operating Expenses	24,200	111,112	0	(111,112)	-100.00%
TOTAL EXPENDITURES	\$ 1,135,067	\$1,418,046	\$ -	\$ (1,418,046)	-100.00%

Organization:	Organizational Category:
Fund: 41200 Airport Operating	Executive Administration
Department: 4240 Operations & Safety	X Aviation Development
Program Function:	
Maintains the requirements of the airport's operating Aviation Administration including compliance with locadvisory circulars, and certification alerts. Oversees hazard management, and general safety standards ground transportation, parking and various other landactivities.	cal, state and federal regulations, aircraft gate management, wildlife related to aircraft movement areas,

OPERATIONS & SAFETY	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WG5424041200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES				•	
1210 Salaries - Base Salary	\$1,244,948	\$1,338,210	\$1,310,911	(\$27,299)	-2.04%
1230 Salaries - Part Time Regular	27,821	41,811	40,722	(1,089)	-2.60%
1250 Special Pay (with Retirement)	5,135	5,875	7,846	1,971	33.55%
1310 Pay - Non-permanent labor	11,730	10,000	10,000	0	0.00%
1410 Overtime (OT1)	11,580	5,771	400	(5,371)	-93.07%
1415 Overtime (OT1.5)	83,905	81,946	53,969	(27,977)	-34.14%
1420 Holiday Pay	32,286	36,237	35,650	(587)	-1.62%
1425 Holiday Pay 1.5	21,121	20,132	14,093	(6,039)	-29.99%
2110 FICA Taxes (OASDHI)	87,044	94,094	90,011	(4,083)	-4.34%
2120 FICA Taxes (Medicare)	20,451	22,950	21,954	(996)	-4.34%
2210 Regular Retirement	126,893	126,377	130,260	3,883	3.07%
2310 Health Insurance	284,490	393,443	396,548	3,105	0.79%
2311 Health Insurance Opt Out	714	1,200	1,200	0	0.00%
2320 Life Insurance	3,255	5,294	5,012	(282)	-5.33%
2330 Dental Insurance	8,769	13,197	11,748	(1,449)	-10.98%
Total Personnel Services	1,970,142	2,196,537	2,130,324	(66,213)	-3.01%
OPERATING EXPENDITURES					
3190 Other Professional Services	112,743	112,600	90,000	(22,600)	-20.07%
3460 Data Processing	3,005	300	300	0	0.00%
3490 Other Contracted Services	0	55,000	39,137	(15,863)	-28.84%
4010 Local Mileage	4	100	100	0	0.00%
4011 Bridge Tickets & Passes	10	0	0	0	0.00%
4022 Out of County Travel	19,242	15,660	17,200	1,540	9.83%
4024 International Travel	1,698	0	2,500	2,500	100.00%
4110 Telecommunications	951	500	500	0	0.00%
4635 Equipment Repair Parts	0	750	0	(750)	-100.00%
4710 Printing, Binding, and Copying	278	2,100	500	(1,600)	-76.19%
4810 Promotional Advertising and Expenses	3,661	1,900	1,250	(650)	-34.21%
4811 Promotions / Brochures	3,673	255	255	0	0.00%
5120 General Office Supplies	1,997	4,000	4,000	0	0.00%
5221 Medical Supplies and Drugs	38	300	450	150	50.00%
5230 Clothing and Wearing Apparel	5,202	7,000	9,120	2,120	30.29%
5250 Food and Food Supplies	87	300	300	0	0.00%
5260 Janitorial and other Maint. Supplies	114	300	300	0	0.00%
5280 Minor Equipment	48,561	12,260	7,000	(5,260)	-42.90%
5285 Miscellaneous Furniture	4,022	0	0	(500)	0.00%
5290 Other Supplies	3,906	3,700	3,200	(500)	-13.51%
5410 Reference Materials	109	415	0	(415)	-100.00%
5420 Memberships	1,240	1,200	1,525	325	27.08%
5530 Educational Expense	2,634	4,000	5,500	1,500	37.50%
5531 Seminars/Training Reg. Fees	12,609	7,600	7,245	(355)	-4.67%
Total Operating Expenses	225,784	230,240	190,382	(39,858)	-17.31%
TOTAL EXPENDITURES	\$ 2,195,926	\$ 2,426,777	\$ 2,320,706	\$(106,071)	-4.37%
	53	5.			

Organization:	Organizational Category:				
Organization.	Organizational Category.				
Fund: 41200 Airport Operating	Executive Administration				
Department: 4238 Airport Rescue Fire Fighting	X Aviation Development				
Program Function:					
Provide twenty-four-hour aircraft fire fighting and rescue services to the Southwest Florida International Airport and Page Field. These services include: structural fire protection; EMT-level medical and rescue; First Alarm response; mutual aid to local fire departments; and hazardous material mutual aid. Continuous training of all ARFF personnel required by FAR 139.					

AIRCRAFT RESCUE & FIREFIGHTERS	FY 18/19	FY 19/20	FY 20/21	VARIANCE	
a. ==.c.v.==.4000.44000	ACTUALS	APPROVED	PROPOSED	Over	Over (Under)
CLERK WF5423841200		BUDGET	BUDGET	(Under)	(Olider)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$289,951	\$323,934	\$311,660	(\$12,274)	-3.79%
1220 Salaries - Full Time High Risk	2,825,687	2,945,774	2,841,247	(104,527)	-3.55%
1410 Overtime (OT1)	219,861	319,757	301,911	(17,846)	-5.58%
1420 Holiday Pay	12,970	14,630	14,174	(456)	-3.12%
1510 Special Pay (without Retirement)	15,526	6,233	6,010	(223)	-3.57%
1520 Incentive Pay	226	0	0	0	0.00%
2110 FICA Taxes (OASDHI)	200,195	219,575	211,227	(8,348)	-3.80%
2120 FICA Taxes (Medicare)	46,814	53,555	51,519	(2,036)	-3.80%
2210 Regular Retirement	64,026	25,682	38,301	12,619	49.14%
2220 High Risk Retirement	688,047	798,553	803,633	5,080	0.64%
2310 Health Insurance	582,685	677,858	693,884	16,026	2.36%
2320 Life Insurance	5,942	11,537	11,134	(403)	-3.49%
2330 Dental Insurance	15,836	18,275	15,511	(2,764)	-15.12%
Total Personnel Services	4,967,766	5,415,363	5,300,209	(115,154)	-2.13%
OPERATING EXPENDITURES					
3190 Other Professional Services	4,922	5,115	6,425	1,310	25.61%
3410 Janitorial Services	1,093	1,350	1,350	0	0.00%
3430 Uniform/Laundry Service	201	550	250	(300)	-54.55%
3460 Data Processing	0	10	0	(10)	-100.00%
3490 Other Contracted Services	1,363	1,000	100	(900)	-90.00%
4022 Out of County Travel	14,634	11,330	0	(11,330)	
4110 Telecommunications	0	659	400	(259)	
4211 Freight and Postage	11	150	150	0	0.00%
4315 Television Cable Services	1,941	2,625	2,625	0	0.00%
4340 Trash and Garbage	350	460	460	0	0.00%
4630 Equipment Maintenance	11,532	13,703	13,358	(345)	
4635 Equipment Repair Parts	3,756	5,031	3,953	(1,078)	
4710 Printing, Binding, and Copying	411	365	210	(155)	
4810 Promotional Advertising and Expenses	302	880	200	(680)	
4970 License, Permit, and Application Fees	351	2,100	1,900	(200)	
5120 General Office Supplies	2,424	3,030	2,530	(500)	
5210 Fuel and Lubricants	0	137	117	(20)	
5221 Medical Supplies and Drugs	3,932	5,510	3,750	(1,760)	
5230 Clothing and Wearing Apparel	56,279	40,806	32,964	(7,842)	
5240 Chemicals	12,760	7,375	20,970	13,595	184.34%
5250 Food and Food Supplies	0	360	360	0	0.00%
5260 Janitorial and other Maint. Supplies	488	500	500	0	0.00%

AIRCRAFT RESCUE & FIREFIGHTERS	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK WF5423841200		BUDGET	BUDGET	(Under)	(Under)
5280 Minor Equipment	7,654	8,160	4,333	(3,827)	-46.90%
5290 Other Supplies	161	928	718	(210)	-22.63%
5410 Reference Materials	123	2,135	855	(1,280)	-59.95%
5420 Memberships	3,532	2,360	4,663	2,303	97.58%
5530 Educational Expense	0	2,500	0	(2,500)	-100.00%
5531 Seminars/Training Reg. Fees	23,995	24,170	19,500	(4,670)	-19.32%
Total Operating Expenses	152,215	143,299	122,641	(20,658)	-14.42%
TOTAL EXPENDITURES	\$ 5,119,981	\$ 5,558,662	\$ 5,422,850	\$ (135,812)	-2.44%

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:
Fund: 41200 Airport Operating Department: 4200 Aviation	ExecutiveAdministration _X Aviation Development
Program Function:	
Oversee all aspects of the Port Authority's Aviation I maintenance, standard operating practices, commun operations. Provide coordination and advise to the Etenant, customer, and Port Authority issues at both Airport and Page Field General Aviation Airport, incl operations, airport security, physical plant condition,	nity involvement and daily Executive Director regarding airport Southwest Florida International Juding public complaints, airside

PROPOSED BUDGET FISCAL YEAR 2020/2021

AVIATION	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WM5420041200		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
	#270 064	C270 647	\$375,937	(\$2,710)	-0.72%
1210 Salaries - Base Salary	\$370,064	\$378,647 15,556	15,499	(Ψ2,710) (57)	-0.72%
1420 Holiday Pay	15,539	24,244	24,073	(171)	-0.70%
2110 FICA Taxes (OASDHI)	20,103	5,913	5,872	(41)	-0.70%
2120 FICA Taxes (Medicare)	5,546 62,398	64,172	67,330	3,158	4.92%
2210 Regular Retirement	54,180	60,858	60,590	(268)	-0.44%
2310 Health Insurance	1,138	1,825	1,804	(21)	-1.15%
2320 Life Insurance	888	1,482	1,259	(223)	-15.06%
2330 Dental Insurance	000	1,402	1,233	(223)	-10.0070
Total Personnel Services	529,856	552,697	552,363	(334)	-0.06%
OPERATING EXPENDITURES					
4010 Local Mileage	0	50	0	(50)	-100.00%
4022 Out of County Travel	12,320	9,800	5,700	(4,100)	-41.84%
4710 Printing, Binding, and Copying	0	60	0	` (60)	-100.00%
4810 Promotional Advertising and Expenses	2,352	38,200	29,250	(8,950)	-23.43%
4970 License, Permit, and Application Fees	120	0	0	`´ o´	0.00%
5120 General Office Supplies	392	500	400	(100)	-20.00%
5210 Fuel and Lubricants	0	100	0	(100)	-100.00%
5410 Reference Materials	172	0	0	O O	0.00%
5420 Memberships	761	620	620	0	0.00%
5531 Seminars/Training Reg. Fees	4,757	4,375	2,285	(2,090)	-47.77%
Total Operating Expenses	20,874	53,705	38,255	(15,450)	-28.77%
TOTAL EXPENDITURES	\$550,730	\$ 606,402	\$ 590,618	\$ (15,784)	-2.60%

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:
Fund: 41200 Airport Operating	Executive
Department: 4201 Aviation Security & Technology	Administration _X_AviationDevelopment
Program Function:	
The Aviation Security & Technology Department (AS the Lee County Port Authority's Airport Security Prog the Transportation Security Administration. Additional charged with:	ram (ASP) for RSW, as required by
Acting as the liaison between the Lee County Port Au Security Administration (TSA) to administratively man security to include ASP compliance, security threat a promoting airport stakeholder participation in all security objectives.	nage those matters affecting airport nalysis and mitigation, and
Managing the Airport Communications Center (AirCo emergency operational support and coordination to A LCPA Maintenance, TSA, FAA, Airlines and Tenants	Airport Police, Airport Operations,
Managing the Airport's ID Office to conduct airport er coordination with authorized signers that includes bid each applicant. The ID Office is also responsible for the means to obtain credentials once clearance authorized government	pmetric and biographic vetting of providing the required training as

AVIATION SECURITY & TECHNOLOGY	FY 18/19 ACTUALS	FY 19/20	FY 20/21	VARIANCE	PERCENT
CLERK WN5420141200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$787,472	\$706,790	\$769,363	\$62,573	8.85%
1220 Salaries - Full Time High Risk	0	118,906	0	(118,906)	-100.00%
1230 Salaries - Part Time Regular	21,820	0~	38,788	38,788	100.00%
1250 Special Pay (with Retirement)	6,756	5,631	5,502	(129)	-2.29%
1410 Overtime (OT1)	11,968	3,476	430	(3,046)	-87.63%
1415 Overtime (OT1.5)	89,938	83,578	76,697	(6,881)	-8.23%
1420 Holiday Pay	14,745	12,041	11,829	(212)	-1.76%
1425 Holiday Pay 1.5	19,571	26,747	26,250	(497)	-1.86%
2110 FICA Taxes (OASDHI)	57,078	58,866	57,125	(1,741)	-2.96%
2120 FICA Taxes (Medicare)	13,349	14,358	13,933	(425)	-2.96%
2210 Regular Retirement	82,533	68,852	100,726	31,874	46.29%
2220 High Risk Retirement	0	30,284	0	(30,284)	-100.00%
2310 Health Insurance	240,085	290,319	290,474	155	0.05%
2311 Health Insurance Opt Out	0	0	0	0	0.00%
2320 Life Insurance	1,645	2,829	2,766	(63)	-2.24%
2330 Dental Insurance	7,289	8,397	7,134	(1,263)	-15.04%
Total Personnel Services	1,354,249	1,431,074	1,401,016	(30,058)	-2.10%
OPERATING EXPENDITURES					
3490 Other Contracted Services	59,539	77,500	75,000	(2,500)	-3.23%
4010 Local Mileage	0	100	100	0	0.00%
4011 Bridge Tickets & Passes	10	0	0	0	0.00%
4022 Out of County Travel	8,674	4,250	950	(3,300)	-77.65%
4110 Telecommunications	64,590	67,400	77,400	10,000	14.84%
4630 Equipment Maintenance	3,434	4,500	7,000	2,500	55.56%
4635 Equipment Repair Parts	1,205	3,000	6,048	3,048	101.60%
4710 Printing, Binding, and Copying	1,300	900	200	(700)	-77.78%
4810 Promotional Advertising and Expenses	90	0	0	0	0.00%
4811 Promotions / Brochures	0	500	0	(500)	-100.00%
4970 License, Permit, and Application Fees	(82)	0	0	0	0.00%
5120 General Office Supplies	1,193	1,020	1,000	(20)	-1.96%
5210 Fuel and Lubricants	18	0	0	0	0.00%
5221 Medical Supplies and Drugs	23	46	46	0	0.00%
5230 Clothing and Wearing Apparel	804	1,300	1,500	200	15.38%
5250 Food and Food Supplies	13	0	0	0	0.00%
5260 Janitorial and other Maint. Supplies	291	100	300	200	200.00%
5280 Minor Equipment 5290 Other Supplies	290	1,500	1,500	0	0.00%
5290 Other Supplies 5410 Reference Materials	20,072	13,260	13,260	0	0.00%
5420 Memberships	75 230	30 276	30 282	0	0.00% 2.17%
5530 Educational Expense	2,818	5,500	2 6 2 1,500	6 (4,000)	-72.73%
5530 Educational Expense 5531 Seminar/Training Reg. Fees	4,093	3,010	1,850	(4,000)	-72.73% -38.54%
Total Operating Expenses	168,680	184,192	187,966	3,774	2.05%
TOTAL EXPENDITURES	\$ 1,522,929	\$1,615,266	\$ 1,588,982	\$ (26,284)	-1.63%

LEE COUNTY PORT AUTHORITY Summary Cover Sheet - Other Funds Fiscal Year 2020 - 2021

Fund 41201 - Self Insurance Fund

This fund was established to maintain money to cover the deductibles on the Airports' liability insurance policies and to maintain stability of costs during periods of price instability.

Fund 41206 – LCPA Donation Police K-9

This fund was established by a donation of approximately \$300,000 to benefit the Canine Detection Program and will be used to cover operating and equipment necessary to support the program.

Fund 41209 - Grant Capital Repayment Fund

This fund was established to segregate the sale of Airport property sold at fair market value and previously acquired with federal financial assistance. This is in accordance with FAA Order 5190.6B. The funds are to be utilized for Airport construction.

Fund 41210 - Reserve and Replacement Fund

This fund was established pursuant to the Amended and Restated Airline Use Agreement effective October 1, 1998. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41231 - LCPA Discretionary Fund (Capital)

This fund was established to account for RSW construction projects, land acquisitions and all related funding sources. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41234 - RSW Construction (Capital)

This fund was established to account for future RSW construction projects and all related funding sources. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41238 – Page Field Construction Fund (Capital)

This fund was established to account for all FMY construction projects, land acquisitions and all related funding sources. Investment Income earned within this fund will remain within this fund.

Fund 41250 - Passenger Facility Charge

On August 31, 1992 the Lee County Port Authority was granted permission from the FAA to impose a Passenger Facility Charge of \$3.00 per enplanement at Southwest Florida International Airport. Effective November 1, 2003 the PFC collection level was increased to \$4.50. These funds may only be used on approved projects as determined by the Federal Aviation Administration. The revenues in this fund are transferred to pay debt service on the Bank of America (BOA) PFC Loan 2010 fund 41274, and all remaining revenues are transferred to the PFC Capital Fund (41251). Since the closing of fund 41274, all revenues are transferred to the PFC Capital Fund (41251).

Fund 41251 - PFC Capital Fund (Capital)

This fund is required by the PFC Revenue and Refunding Bonds, Series 1998 Bond resolution to account for PFC's received in excess of debt service. These funds may be used on approved projects as determined by the Federal Aviation Administration. Interest earned on this fund remains in this fund.

Fund 41255 - Customer Facility Charge

This fund was originally established to account for a \$1.00 per day charge applicable to all airport rental car contracts. The funds collected are transferred to Fund 41200 at the end of each fiscal year. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating). The total approved amount of \$36.8 million to be collected was achieved in fiscal year 2015. In fiscal year 2020 this fund will be reintroduced to fund the future Rental Car Service Facility Relocation project.

Fund 41262 – Revolving Credit Facility

This fund was established to meet the debt service requirements of the \$50,000,000 revolving credit facility. Interest payments are due on a monthly basis. The principle is due before the expiration of the credit facility in 2024.

Fund 41271 – Debt Service Reserve Requirements

This fund was established to account for the Airport's 2000 Series A, 2002 Refunding Bonds, and 2005 Revenue Refunding Bonds. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating). Interest earned in excess of the arbitrage limit is transferred to the fund 41290 (Rebate Fund).

Fund 41273 – Revenue Refunding Bonds – 2010

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2010. Proceeds were used to partially refund the outstanding Airport Debt Service Fund 2000 A. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41275 - Revenue Refunding Bonds - 2011

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2011. Proceeds were used to refund the outstanding Airport Debt Service Fund 2000 A. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41276 - Revenue Refunding Bonds - 2015

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2015. Proceeds were used to refund the outstanding fund 41272 - Revenue Refunding Bonds Series 2005. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41290 - Arbitrage Rebate Fund

This fund was established to collect any excess interest earned by the Investment Bonds which was over the arbitrage limit. This is per I.R.S. requirements.

LEE COUNTY PORT AUTHORITY Program Summary Cover Sheet Fiscal Year 2020 - 2021

Organization:	Organizational Category:
Fund: 41203 Page Field	Executive Administration
Departments: 4262 Page Field Operating	Administration Development
Program Function:	
Oversee all aspects of Page Field. Includes: gener customer service, maintenance of airfield, landside and expense budgets. Maintain compliance with go operation of the airport. Provide communication be and the staff.	e, and structures, maintaining revenue overnmental agencies for the

PAGE FIELD OPERATING	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
FUND 41203 SUMMARY		BUDGET	BUDGET	(Under)	(Under)
Revenues					
Page Field Operating	\$10,534,295	\$12,140,427	\$10,312,815	\$ (1,827,612)	-15.05%
Page Field Non-Departmental	0	750,000	750,000	0	0.00%
Interfund Transfers	0	2,500,000	2,500,000	0	0.00%
Fund Balance	2,111,567	5,879,174	5,662,878	(216,296)	-3.68%
Total Revenues	\$ 12,645,862	\$ 21,269,601	\$ 19,225,693	\$ (2,043,908)	-9.61%
Expenses					
Page Field Operating	10,159,811	11,888,128	9,901,033	(1,987,095)	-16.71%
Page Field Non-Departmental	268,278	763,337	755,073	(8,264)	-1.08%
Interfund Transfers	, O -	3,750,000	3,750,000	0	0.00%
Reserves	2,217,773	4,868,136	4,819,587	(48,549)	
Total Expenses	\$ 12,645,862	\$ 21,269,601	\$ 19,225,693	\$ (2,043,908)	<u>-9.61%</u>

	PAGE FIELD REVENUES	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
	CLERK UH5120041203		BUDGET	BUDGET	(Under)	(Under)
9002 9010	Rental Car Fees Provider Permit Fees	\$ 167,55 3 2,700	\$ 204,154 2,550	\$ 204,154 2,100	\$ - (450)	0.00% -17.65%
9011	Advertising	3,125	3,000	1,500	(1,500)	-50.00%
9019	Space Rent Commercial	5,911	45,926	6,000	(39,926)	-86.94%
9021	Land Rent Commercial	1,024,571	1,038,235	1,231,581	193,346	18.62%
9023	Utility Income	795	0	794	794	100.00%
9028	Hangar Rentals	972,498	1,207,362	1,274,367	67,005	5.55% 0.00%
9029	Privilege Fees	1,270	596	0	(596) (80,479)	-7.91%
9030	Building Rental	948,145	1,017,627	937,148	1,579	13.74%
9033	Misc Landing Fees	13,068	11,489	13,068 106,502	(14,523)	-12.00%
9037	Ramp User Fee	126,835	121,025	2,591	300	13.09%
9042	Misc Revenue	1,500 0	2,291 191	2,591	9	4.71%
9044	Misc Revenue - Adm	22	191	974	974	100.00%
9050	Late Fees	5,211,580	6,007,474	4,583,840	(1,423,634)	-23.70%
9054	Jet A Fuel Sales	42,363	47,392	43,631	(3,761)	-7.94%
9055	Pilot Supplies	3,715	5,888	3,715	(2,173)	-36.91%
9056	Aviation Center Concessions Aviation Oil Sales	7,781	8,924	8,014	(910)	-10.20%
9059	Aviation Oil Sales Av Gas Fuel Sales	1,435,588	1,833,832	1,443,520	(390,312)	-21.28%
9061 9062	Fuel Additives	37,951	36,715	32,309	(4,406)	-12.00%
9062	Tie Down Fees	108,345	89,024	89,024	0	0.00%
9063	Fuel Flowage Fees	0	2,400	9,000	6,600	100.00%
9066	After Hour Fees	13,050	13,054	3,915	(9,139)	-70.01%
9067	Self Serve Fuel	279,595	379,161	281,507	(97,654)	-25.76%
9068	MOGAS - Self Serve	1,569	0	0	0	0.00%
9069	Self Service Maint Fac Fee	0	50	50	0	0.00%
9071	Building Service Fee	1,374	976	976	0	0.00%
9072	Ready Return Space Charge	2,132	1,277	3,900	2,623	205.40%
9073	Lavatory Service Fee	10,800	9,615	10,840	1,225	12.74%
9074	Ground Power Unit (GPU) Fee	1,035	995	995	0	0.00% 0.00%
9000	Insurance Proceeds	5,020	0	0	0	0.00%
9000	Discounts Taken	132	0	0	(32,604)	-66.26%
9000	Interest on Investments	58,547	49,204	16,600	(32,604)	0.00%
9000	Hurricane Irma Reimbursement	44,503	0	0	0	0.00%
9000	Refund of Prior Year	1,222	0	U	· ·	0.0070
	SUBTOTAL	\$ 10,534,295	\$ 12,140,427	\$ 10,312,815	(1,827,612)	-15.05%
	PAGE FIELD	FY 18/19	FY 19/20	FY 20/21	VARIANCE	PERCENT
	NON-DEPARTMENTAL REVENUES CLERK UG5120041203	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
900811	State Grant - Runway Rehabilitation	0	7 50,000	750,000	0	0.00%
	SUBTOTAL	. 0	750,000	750,000	0	0.00%
	FUND BALANCE	2,111,567	5,879,174	5,662,878	(216,296)	-3.68%
	INTERFUND TRANSFER	0	2,500,000	2,500,000	0	0.00%
	TOTAL REVENUES	\$ 12,645,862	\$ 21,269,601	\$ 19,225,693	\$ (2,043,908)	-9.61%

	PAGE FIELD EXPENDITURES CLERK UH5120041203	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
DEDEO	NNEL EXPENSES		DODOLI		(0.110.)	(
PERSOI	NNEL EXPENSES					
1210	Salaries - Base Salary	1,683,967	1,716,083	1,667,711	(48,372)	-2.82%
1220	Salaries - Full Time High Risk	385,010	356,946	367,596	10,650	2.98%
1230	Salaries - Part Time Regular	0	48,829	46,576	(2,253)	-4.61%
1250	Special Pay (with Retirement)	956	0	0	0	0.00%
1310	Pay - Non-permanent labor	20,486	10,000	10,000	0	0.00%
1410	Overtime (OT1)	7,416	8,663	8,538	(125)	-1.44%
1415	Overtime (OT1.5)	50,307	62,842	60,182	(2,660)	-4.23%
1420	Holiday Pay	47,338	45,566	45,481	(85)	-0.19%
1425	Holiday Pay 1.5	23,935	23,970	22,772	(1,198)	-5.00%
2110	FICA Taxes (OASDHI)	138,444	140,826	136,460	(4,366)	-3.10%
2120	FICA Taxes (Medicare)	32,999	34,348	33,283	(1,065)	-3.10%
2210	Regular Retirement	153,149	156,243	161,040	4,797	3.07%
2220	High Risk Retirement	105,368	97,582	109,518	11,936	12.23%
2310	Health Insurance	579,153	697,608	674,823	(22,785)	-3.27%
2311	Health Insurance Opt Out	54	0	0	0	0.00%
2320	Life Insurance	5,311	6,121	5,956	(165)	-2.69%
2330	Dental Insurance	16,702	20,350	17,560	(2,790)	-13.71%
2350	Disability	18,410	19,695	20,886	1,191	6.05%
Total Pe	ersonnel Services	3,269,005	3,445,672	3,388,382	-57,290	-1.66%
OPERA	TING EXPENDITURES					
3130	Financial Services	152,420	159,218	126,041	(33,177)	-20.84%
3150	Appraisal Services	2,600	7,500	0	(7,500)	0.00%
3190	Other Professional Services	76,956	61,849	123,225	61,376	99.24%
3410	Janitorial Services	142,884	156,320	155,920	(400)	-0.26%
3430	Uniform/Laundry Service	5,568	5,291	6,460	1,169	22.09%
3460	Data Processing	24,930	42,260	49,360	7,100	16.80%
3490	Other Contracted Services	310,096	267,204	271,381	4,177	1.56%
4010	Local Mileage	2,765	2,800	2,200	(600)	-21.43%
	Out of County Travel	20,809	31,105	12,010	(19,095)	-61.39%
4022	Telecommunications	62,451	59,906	60,011	105	0.18%
4110 4211		14	200	125	(7 5)	-37.50%
	Freight and Postage	279,133	308,905	306,133	(2,772)	-0.90%
4310	Electric Television Cable Services	279,133 1,727	1,752	1,752	(2,772)	0.00%
4315			30,746	35,1 4 0	4,394	14.29%
4330	Water and Sewer	37,765 20,524	19,305	20,446	1,141	5.91%
4340	Trash and Garbage	20,524		26,270	(10,980)	-29.48%
4421	Vehicle Lease	36,838	37,250 10,075			0.00%
4431	Office Equipment Rental	10,913	10,975	10,975	0 (050)	-28,81%
4450	Other Equipment Rental	0	2,950	2,100	(850)	
4520	Insurance and Bonds	131,141	100,067	107,072	7,005	7.00%
4610	Building Maintenance	158,448	252,531	126,350	(126,181)	-49.97%
4615	Maintenance Materials	19,259	38,560	39,524	964	2.50%
4620	Vehicle Maintenance	17,579	26,837	20,760	(6,077)	-22.64%
4630	Equipment Maintenance	49,064	66,620	56,619	(10,001)	-15.01%
4635	Equipment Repair Parts	125,490	87,679	83,745	(3,934)	-4.49%
4663	Horticultural	2,603	7,900	5,410	(2,490)	-31.52%
4710	Printing, Binding, and Copying	5,823	6,443	5,133	(1,310)	-20.33%
4810	Promotional Advertising and Expenses	66,260	78,503	10,926	(67,577)	-86.08%
		223	0	28,482	28,482	100.00%
4811	Promotions / Brochures					A A (*0/
	Solid Waste Assessment	11,394	12,535	11,976	(559)	
4811		1,734	1,297	2,177	880	-4.46% 67.85%
4811 4955	Solid Waste Assessment					

	PAGE FIELD EXPENDITURES CLERK UH5120041203	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
		00.005	47.040	40.045	(0.000)	7.000/
5210	Fuel and Lubricants	32,995	47,248	43,645	(3,603)	-7.63%
5221	Medical Supplies and Drugs	857	1,050	1,050	0	0.00%
5230	Clothing and Wearing Apparel	15,534	22,680	20,870	(1,810)	-7.98%
5240	Chemicals	10,348	14,363	10,550	(3,813)	-26.55%
5250	Food and Food Supplies	27,478	31,736	31,345	(391)	-1.23%
5260	Janitorial and other Maint. Supplies	7,834	8,400	8,400	0	0.00%
5265	Inventory Purchases	4,692,536	6,119,305	4,457,978	(1,661,327)	-27.15%
5280	Minor Equipment	51, 6 56	51,476	21,874	(29,602)	-57.51%
5290	Other Supplies	8,647	9,110	9,150	40	0.44%
5310	Asphalt and Coldmix	1,321	0	0	0	0.00%
5360	Sign Material	23,902	8,368	6,150	(2,218)	<i>-</i> 26.51%
5390	Other Road Materials	3,496	9,800	6,160	(3,640)	-37.14%
5410	Reference Materials	10,547	17,007	15,308	(1,699)	-9.99%
5420	Memberships	4,670	5,420	5,120	(300)	-5.54%
5530	Educational Expense	804	4,000	1,200	(2,800)	-70.00%
5531	Seminar/Training Reg Fees	9,767	21,415	9,620	(11,795)	-55.08%
Total O	perating Expenses	6,686,531	8,262,586	6,362,593	(1,899,993)	-23.00%
CAPITAL OUTLAY						
6 4 10	Furniture and Equipment	204,275	179,870	150,058	(29,812)	-16.57%
Total Capital Outlay		204,275	179,870	150,058	(29,812)	-16.57%
TOTAL	EYPENDITURES	\$ 10 159 811	\$ 11 888 128	\$ 9,901,033	\$ (1.987.095)	-16.71%
TOTAL	EXPENDITURES	\$ 10,159,811	\$ 11,888,128	\$ 9,901,033	\$ (1,987,095)	1

	D NON-DEPARTMENTAL	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLE	RK UG5120041203		BUDGET	BUDGET	(Under)	(Under)
OPERATING EXPENDIT	URES					
3140 Architect & Eng	ineering Services	0	59,586	58,246	(1,340)	-2.25%
3150 Appraisal Service		2,100	0	0	0	0.00%
3190 Other Professio		113,708	62,958	61,589	(1,369)	-2.17%
3490 Other Contracte		152,370	54,872	52,558	(2,314)	-4.22%
• 100 • mid. • - 1111 11	, and Application Fees	100	500	0	(500)	0.00%
Total Operating Expens	es	268,278	177,916	172,393	(5,523)	-3.10%
CAPITAL OUTLAY						
0440		0	7 9,581	78.589	(992)	-1.25%
6410 Furniture and E		0	316,582	312,504	(4,078)	-1.29%
6510 Professional Se 6540 Improvement C		0	189,258	191,587	2,329	1.23%
Total Capital Outlay		0	585,421	582,680	(2,741)	-0.47%
Total ouplies outling						
TOTAL EXPENDITURES	S	268,278	763,337	755,073	(8,264)	-1.08%
TRANSFERS AND RES	ERVES					
		0	3.750.000	3,750,000	0	0.00%
9110 Interfund Trans 9940 Reserves for C		2,217, 77 3	4,868,136	4,819,587	(48,549)	<u>-1.00%</u>
Total Transfers and Res	serves	2,217,773	8,618,136	8,569,587	(48,549)	-0.56%
TOTAL PAGE FIELD EX	PENDITURES	\$ 12,645,862	<u>\$ 21,269,601</u>	\$ 19,225,693	\$ (2,043,908)	-9.61%

REVOLVING CREDIT FACILITY	FY 18/19 ACTUALS	FY 19/20 AMENDED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK GE542901262		BUDGET	BUDGET	(Under)	(Under)
REVENUES					
361100-0000 Interest on Investment	\$ -	\$ 10,000	\$ 7,421	\$ (2,579)	-25.79%
381000-0000 Interfund Transfer	0	7 4 0,000	12,896,266	12,156,266	1642.74%
TOTAL REVENUES	\$ -	\$ 750,000	\$ 12,903,687	\$ 12,153,687	1620.49%
APPROPRIATIONS					
7110 Principal	0	0	11,896,266	11,896,266	100.00%
7210 Interest Payment	0	750,000	1,000,000	250,000	33.33%
8156-9110 Interfund Transfer	0	0	7,421	7,421	100.00%
TOTAL APPROPRIATIONS	\$ -	\$ 750,000	\$ 12,903,687	\$ 12,153,687	1620.49%

LEE COUNTY PORT AUTHORITY PROPOSED BUDGET FUND 41271 FISCAL YEAR 2019/2020

DEBT SERVICE RESERVES	FY 18/19 ACTUALS	FY 19/20 APPROVED	FY 20/21 PROPOSED	VARIANCE Over	PERCENT Over
CLERK GC5890141271		BUDGET	BUDGET	(Under)	(Under)
REVENUES					
361100-0000 Interest on Investment	\$ 644,390	\$ 659,906	\$ 459,736	\$ (200,170)	-30.33%
421000-0000 Fund Balance	25,270,935	25,821,547	25,919,455	97,908	0.38%
TOTAL REVENUES	\$ 25,915,325	\$ 26,481,453	\$ 26,379,191	(\$102,262)	-0.39%
APPROPRIATIONS					
9110 Interfund Transfer	644,390	659,906	579,676	(80,230)	-12.16%
9940 Reserves for Cash Balance	25,270,935	25,821,547	25,799,515	(22,032)	-0.09%
TOTAL APPROPRIATIONS	\$ 25,915,325	\$ 26,481,453	\$ 26,379,191	(\$102,262)	-0.39%

REVENUE REFUNDING BONDS SERIES 2010 GE5429041273	FY 18/19 FY 19/20 ACTUALS APPROVEI BUDGET		FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 142,734	\$ 113,528	\$ 78,140	\$ (35,388)	-31.17%
381000-0000 Interfund Transfer	13,353,370	13,499,905	4,402,660	(9,097,245)	-67.39%
TOTAL REVENUES	\$ 13,496,104	\$ 13,613,433	\$ 4,480,800	\$ (9,132,633)	-67.09%
APPROPRIATIONS					
7110 Principal	10,500,000	11,685,000	3,580,000	(8,105,000)	-69.36%
7210 Interest	2,423,375	1,814,250	822,000	(992,250)	-54.69%
7310 Other Debt Service Costs	345	655	660	5	0.76%
9110 Interfund Transfer	0	113,528	78,140	(35,388)	-31.17%
9940 Reserves	572,384	0	0	0	0.00%
TOTAL APPROPRIATIONS	\$ 13,496,104	\$ 13,613,433	\$ 4,480,800	\$ (9,132,633)	-67.09%

REVENUE REFUNDING BONDS SERIES 2011 GE5429041275	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 52,072	\$ 52,946	\$ 36,692	(\$16,254)	-30.70%
381000-0000 Interfund Transfer	9,461,686	9,515,469	9,515,664	195	0.00%
TOTAL REVENUES	\$ 9,513,758	\$9,568,415	\$ 9,552,356	(\$16,059)	-0.17%
APPROPRIATIONS					
7110 Principal	225,000	245,000	255,000	10,000	4.08%
7210 Interest	9,279,494	9,270,094	9,260,294	(9,800)	-0.11%
7310 Other Debt Service Costs	345	375	370	(5)	-1.33%
9110 Interfund Transfer	0	52,946	36,692	(16,254)	-30.70%
9940 Reserves	8,919	0	0	0	0.00%
TOTAL APPROPRIATIONS	\$ 9,513,758	\$9,568,415	\$ 9,552,356	(\$16,059)	-0.17%

REVENUE REFUNDING BONDS SERIES 2015 CLERK GE5429041276	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-9000 Interest on Investment	\$ 8,882	\$ 9,076	\$ 6,312	\$ (2,764)	-30.45%
381000-9412 Interfund Transfer	1,662,586	1,672,005	1,671,980	(25)	0.00%
421000-0000 Fund Balance	875	141,563	143,583	2,020	1.43%
TOTAL REVENUES	\$ 1,672,343	\$ 1,822,644	\$ 1,821,875	\$ (769)	-0.04%
APPROPRIATIONS					
7210 Interest Payment	1,671,250	1,671,250	1,671,250	0	0.00%
7310 Debt Service Costs	403	755	730	(25)	-3.31%
9110 Interfund Transfer	0	9,076	6,312	(2,764)	-30.45%
9940 Reserves for Cash Balance	690	141,563	143,583	2,020	1.43%
TOTAL APPROPRIATIONS	\$ 1,672,34 3	\$ 1,822,644	\$ 1,821,875	\$ (769)	-0.04%

ARBITRAGE REBATE FUND CLERK GC5890241290	FY 18/19 ACTUALS		FY 19/20 APPROVED BUDGET		FY 20/21 PROPOSED BUDGET		VARIANCE Over (Under)		PERCENT Over (Under)	
REVENUES										
361100-0000 Interest on Investment		\$0	\$	125	\$	98	\$	(27)	-21.60%	
381000-0000 Interfund Transfer		0		10,000		10,000		0	0.00%	
TOTAL REVENUES	\$	**	\$	10,125	\$	10,098	\$	(27)	-0.27%	
APPROPRIATIONS										
4983 Arbitrage Rebates		0		10,000		10,000		0	0.00%	
9940 Reserves for Cash Balance		0		125		98		(27)	-21.60%	
TOTAL APPROPRIATIONS	\$		\$	10,125	\$	10,098	\$	(27)	-0.27%	

SELF INSURANCE FUND CLERK GC5890141201	-	Y 18/19 CTUALS	FY 19/20 APPROVED BUDGET		FY 20/21 PROPOSED BUDGET		VARIANCE Over (Under)		PERCENT Over (Under)
REVENUES									
361100-0000 Investment Income	\$	5,033	\$	5,262	\$	3,906	\$	(1,356)	-25.77%
421000-0000 Fund Balance		200,000		200,000		200,000		0	0.00%
UE5420041201.421000.9000									
TOTAL REVENUES	\$	205,033	\$	205,262	\$	203,906	\$	(1,356)	-0.66%
APPROPRIATIONS									
9110 Interfund Transfer		5,033		5,262		3,906		(1,356)	-25.77%
9940 Reserves		200,000		200,000		200,000		0	0.00%
TOTAL APPROPRIATIONS	\$	205,033	\$	205,262	\$	203,906	\$	(1,356)	-0.66%

PA DONATION POLICE K9	-	FY 18/19 ACTUALS		FY 19/20 APPROVED		FY 20/21 PROPOSED		RIANCE Over	PERCENT Over
CLERK PD5420141206			BUDGET		BUDGET		(Under)		(Under)
REVENUES									
361100-0000 Investment Income	\$	3,307	\$	4,516	\$	932	\$	(3,584)	-79.36%
421000-0000 Fund Balance		201,341		119,786		59,305		(60,481)	-50.49%
TOTAL REVENUES	\$	204,648	\$	124,302	\$	60,237	\$	(64,065)	-51.54%
APPROPRIATIONS									
6410 Furniture & Equipment		29,753		99,786		40,230		(59,556)	-59.68%
6430 Vehicles Rolling Stock		57,663		24,516		20,007		(4,509)	-18.39%
9901 Reserves		117,232		0		0		0	0.00%
TOTAL APPROPRIATIONS	\$	204,648	\$	124,302	\$	60,237	\$	(64,065)	-51.54%

PA GRANT ACQ CAPITAL REPAYMENT CLERK WN5422841209	FY 18/19 ACTUALS		AP	FY 19/20 APPROVED BUDGET		FY 20/21 PROPOSED BUDGET		RIANCE Over Under)	PERCENT Over (Under)
REVENUES									
361100-0000 Investment Income	\$	4,381	\$	5,130	\$	15	\$	(5,115)	-99.71%
421000-0000 Fund Balance		174,231		170,000		325		(169,675)	0.00%
TOTAL REVENUES	\$	178,612	\$	175,130	\$	340	\$	(174,790)	-99.81%
APPROPRIATIONS									
9110 Interfund Transfer				175,130		340		(174,790)	-99.81%
9901 Reserves		178,612						0	0.00%
TOTAL APPROPRIATIONS	\$	178,612	\$	175,130	\$	340	\$	(174,790)	-99.81%

RESERVE & REPLACEMENT FUND CLERK GC5810141210	FY 18/19 ACTUALS		FY 19/20 APPROVED BUDGET		FY 19/20 PROPOSED BUDGET		VARIANCE Over (Under)		PERCENT Over (Under)
REVENUES									
361100-0000 Investment Income	\$	12,574	\$	12,950	\$	4,468	\$	(8,482)	-65.50%
UE5420041210.421000.9000		\$500,001		500,000		500,000			
TOTAL REVENUES	\$	512,575	\$	512,950	\$	504,468	\$	(8,482)	-1.65%
APPROPRIATIONS									
ZZ5420041210.506510 9110 Interfund Transfers		12,574		212,950		254,468		41,518	19.50%
GC5810141210.509110 9940 Reserves		500,001		300,000		250,000		(50,000)	-16.67%
TOTAL APPROPRIATIONS	\$	512,575	\$	512,950	\$	504,468	\$	(8,482)	-1.65%

LCPA DISCRETIONARY FUND CLERK VB5131541231	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 1,045,367	\$ 1,287,124	\$ 955,343	\$ (331,781)	-25.78%
334410-0000 State Grant	0	1,000,000	1,000,000	0	0.00%
334410-0000 CARES Funding	0	0	8,970,400	0	100.00%
334410-0001 Federal Grant	0	2,000,000	2,000,000	0	0.00%
331410-2019 Federal Grant - Robot Upgrade	67,837	0	0	0	0.00%
369900-902015 JAG Program	10,495	0	0	0	0.00%
389400-900015 FAC Grant - Interns	10,944	4,000	4,000	0	0.00%
389400-900016 SEC-AAAE Internship Grant	0	2,500	0	(2,500)	-100.00%
381000-9412 Interfund Transfer	8,735,454	13,855,000	11,835,000	(2,020,000)	-14.58%
421000-0000 Fund Balance	39,896,720	29,816,218	26,630,705	(3,185,513)	-10.68%
TOTAL REVENUES	\$ 49,766,817	\$ 47,964,842	\$ 51,395,448	\$ (5,539,794)	-11.55%
APPROPRIATIONS					
3130 Financial Services	65,167	50,000	55,000	5,000	10.00%
3140 Architect and Engin. Serv	139,791	28,500	32,500	4,000	14.04%
3190 Other Professional Services	0	355,000	305,000	(50,000)	-14.08%
3460 Data Processing	0	315,000	295,000	(20,000)	-6.35%
3490 Other Contracted Services	470,559	325,000	307,000	(18,000)	-5.54%
4810 Promotional Advertising and Expenses	452,304	2,475,000	2,150,000	(325,000)	-13.13%
5280 Minor Equipment	0	3,750	4,000	250	6.67%
6310 Improvements Other Than Buildings	0	500,000	465,000	(35,000)	-7.00%
6410 Furniture Equipment	78,332	215,000	205,000	(10,000)	-4.65%
6510 Professional Svcs	0	1,027,500	950,295	(77,205)	-7.51%
6540 Improvement Construction	0	750,000	735,598	(14,402)	-1.92%
6542 Miscellaneous Expense	0	100,000	79,585	(20,415)	-20.42%
7130 Lease Purchase Principle	371,894	383,548	0	(383,548)	-100.00%
7230 Lease Purchase Interest	11,940	4,235	0	(4,235)	-100.00%
9110 Interfund Transfer	1,415,829	18,487,124	17,855,343	(631,781)	-3.42%
9940 Reserves for Cash Balance	46,761,001	22,945,185	27,956,127	5,010,942	21.84%
TOTAL APPROPRIATIONS	\$ 49,766,817	\$ 47,964,842	\$ 51,395,448	\$ 3,430,606	7.15%

RSW CONSTRUCTION CLERK WB5422841234	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
389100-9000 Interest	\$ 979,892	\$ 1,099,185	\$ 759,430	\$ (339,755)	-30.91%
331410-2018 Federal Grant	0	3,000,000	3,000,000	0	0.00%
384000-9002 Loan Proceeds	0	38,661,218	50,000,000	11,338,782	29.33%
334410-2020 Federal Grant - Airside Pavement Construction	0	0	2,953,301	2,953,301	100.00%
331410-2019 Federal Grant - Cargo & Passenger Entitlements	0	0	5,700,374	5,700,374	100.00%
331410-2020 Federal Grant - Terminal Expansion	0	18,757,869	O	(18,757,869)	0.00%
331410-2711 Rehab RSW Taxiways	2,430,348	0	0	0	0.00%
331410-2712 Rehab RSW Taxiways	3,249,358	0	0	0	0.00%
334410-2018 State Grant	0	8,000,000	8,000,000	0	0.00%
334410-9408 State Grant - Design and Construction ATCT	0	2,505,653	2,621,266	115,613	4.61%
334410-9405 State Grant - RSW North Property Utilities	5,077,905	0	0	0	0.00%
334410-9413 State Grant - Airside Pavement Rehab	620,339	0	604,988	604,988	100.00%
334410-9414 State Grant - Rehab of Roads	635,861	0	0	0	0.00%
334410-9415 State Grant - Tckt Ctr & Podium Upgrade	301,686	0	4,775,000	4,775,000	100.00%
334410-9516 State Grant - Maintenance Bldg Expansion	1,178,747	874,605	0	(874,605)	0.00%
334410-9517 State Grant - RSW Terminal Expansion	4,287,900	10,679,632	0	(10,679,632)	0.00%
381000-0000 Interfund Transfer	11,459,749	45,654,244	43,551,509	(2,102,735)	-4.61%
421000-0000 Fund Balance	56,419,789	62,512,280	67,127,336	4,615,056	7.38%
TOTAL REVENUES	\$ 86,641,574	\$ 191,744,686	\$ 189,093,204	\$ (2,651,482)	-1.38%
APPROPRIATIONS)				
6510 Professional Services	15,567,647	35,854,781	34,587,111	(1,267,670)	-3.54%
6511 Permits, Licenses & Other Fees	12,894	25,000	25,000	0	0.00%
6530 Building Construction	3,894,097	1,908,475	1,908,478	3	0.00%
6531 Building Renovation	2,920,310	3,851,478	3,750,147	(101,331)	-2.63%
6540 Improvement Construction	15,684,202	69,558,147	61,448,781	(8,109,366)	-11.66%
6542 Miscellaneous Expense	123,225	25,587,470	22,589,257	(2 ,998,213)	-11.72%
9110 Interfund Transfer	979,892	1,099,185	12,905,696	11,806,511	1074.12%
9940 Reserves	47,459,307	53,860,150	51,878,734	(1,981,416)	
TOTAL APPROPRIATIONS	\$ 86,641,574	\$ 191,744,686	\$ 189,093,204	\$ (2,651,482)	-1.38%

PAGE FIELD CONSTRUCTION CLERK VM5131841238	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0400 Interest	\$ 138,196	\$ 143,238	\$ 101,428	\$ (41,810)	- 29.19%
334410-909409 State Grant - Runway Rehabilitation	331,890	0	0	0	0.00%
334410-909510 State Grant - Multi -Use Hangar & Apron	3,450,766	0	0	0	0.00%
331410-902016 Federal Grant - Runway 5/23 Rehabilitation	1,149,185	0	0	0	0.00%
331410-000000 Federal Grant - Entitlements	0	300,000	600,000	300,000	100.00%
381000-0000 Interfund Transfer	0	3,500,000	2,500,000	(1,000,000)	-28.57%
421000-0000 Fund Balance	6,951,729	3,778,915	3,380,491	(398,424)	-10.54%
TOTAL REVENUES	\$ 12,021,766	\$ 7,722,153	\$ 6,581,919	\$ (1,140,234)	-14,77%
APPROPRIATIONS					
3140 Architect & Engineering Svc	0	70,525	69,258	(1,267)	-1.80%
3190 Other Professional Services	0	51,548	49,212	(2,336)	-4.53%
3490 Other Contracted Services	0	68,258	65,255	(3,003)	-4.40%
5280 Minor Equipment	0	60,958	572,956	511,998	839.92%
6510 Professional Services	283,842	1,347,584	507,258	(840,326)	-62.36%
6511 Permits, Licenses & Other Fees	36	50,500	50,000	(500)	-0.99%
6530 Building Construction	5,848,886	1,250,000	750,257	(499,743)	-39.98%
6540 Improvement Construction	0	976,874	658,779	(318,095)	-32.56%
9110 Interfund Transfer	0	1,000,000	1,000,000	0	0.00%
9940 Reserves	5,889,002	2,845,906	2,858,944	13,038	0.46%
TOTAL APPROPRIATIONS	\$ 12,021,766	\$ 7,722,153	\$ 6,581,919	\$ (1,140,234)	-14.77%

PASSENGER FACILITY CHARGE CLERK UE5420041250	FY 18/19 ACTUALS		FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)		PERCENT Over (Under)	
REVENUES								
344100-9053 Passenger Facility Charge	\$	19,741,616	\$ 21,379,687	\$ 15,915,781	\$	(5,463,906)	-25.56%	
361100-0000 Investment Income		21,299	22,776	14,943		(7,833)	-34.39%	
421000-0000 Fund Balance		2,549,513	0	0		0	0.00%	
TOTAL REVENUES	\$	22,312,428	\$ 21,402,463	\$ 15,930,724	\$	(5,471,739)	-25.57%	
APPROPRIATIONS								
9110 Interfund Transfer		19,583,102	20,916,4 7 6	15,441,470		(5,475,006)	-26.18%	
9940 Reserves		2,729,326	485,987	489,254		3,267	0.67%	
TOTAL APPROPRIATIONS	\$	22,312,428	\$ 21,402,463	\$ 15,930,724	\$	(5,471,739)	-25.57%	

PASSENGER FACILITY CHARGE - CAPITAL FUND CLERK UE5120041251	 FY 18/19 ACTUALS		FY 19/20 APPROVED BUDGET		FY 20/21 PROPOSED BUDGET		ARIANCE Over (Under)	PERCENT Over (Under)	
REVENUES									
361100-0000 Investment Income	\$ 1,593,483	\$	1,557,724	\$	1,158,761	\$	(398,963)	-25.61%	
381000-0000 Interfund Transfer	16,277,318		17,489,494		12,708,001		(4,781,493)	-27.34%	
421000-0000 Fund Balance	53,088,180		18,435,643		21,341,291		2,905,648	15.76%	
TOTAL REVENUES	\$ 70,958,981	\$	37,482,861	\$	35,208,053	\$	(2,274,808)	-6.07%	
APPROPRIATIONS									
			n= 10.1.1.1		00 400 500		(0.074.500)	E 0E0/	
9110 Interfund Transfer	11,332,040		35,484,114		33,409,582		(2,074,532)	-5.85%	
9940 Reserves	59,626,941		1,998,747		1,798,471		(200,276)	-10.02%	
TOTAL APPROPRIATIONS	\$ 70,958,981	\$	37,482,861	\$	35,208,053	\$	(2,274,808)	-6.07%	

RENTAL CAR FACILITY CHARGE CLERK UE5000041255	FY 18/19 ACTUALS	FY 19/20 APPROVED BUDGET	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)	
REVENUES						
344100-9068 Rental Car Facility Charge	\$0	\$9,000,000	\$0	(\$9,000,000)	100.00%	
361100-0000 Investment Income	12,855	17,755	3,537	(14,218)	-80.08%	
421000-0000 Fund Balance	565,040	575,998	141,587	(434,411)	-75.42%	
TOTAL REVENUES	\$ 577,895	\$ 9,593,753	\$ 145,124	\$ (9,448,629)	-98.49%	
APPROPRIATIONS						
9110 Interfund Transfer	351,345	1,167,755	145,124	(1,022,631)	-87.57%	
9940 Reserves	226,550	8,425,998	0	(8,425,998)	0.00%	
TOTAL APPROPRIATIONS	\$ 577,895	\$ 9,593,753	\$ 145,124	\$ (9,448,629)	-98.49%	

ALL FUNDS SUMMARY	FY 18/19 ACTUALS	FY 19/20 FORECAST	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)	
<u>APPROPRIATIONS</u>						
41200 - Airport Operating	\$141,125,214	\$115,271,528	\$110,490,084	(\$4,781,444)	-4.15%	
41201 - Self-Insurance Fund	205,033	204,188	203,906	(282)	-0.14%	
41203 - Page Field Operating	12,645,862	18,780,934	19,225,693	444,759	2.37%	
41206 - Port Authority Donation Police K9	204,648	90,957	60,237	(30,720)	-33.77%	
41209 - Port Authority Grant Cap. Repayment	0	205,536	340	(205,196)	-99.83%	
41210 - Reserve and Replacement Fund	512,575	505,011	504,468	(543)	-0.11%	
41231 - LCPA Discretionary	49,766,817	49,250,158	51,395,448	2,145,290	4.36%	
41234 - RSW Construction	86,641,574	137,177,933	189,093,204	51,915,271	37.85%	
41238 - Page Field Construction	12,021,766	7,398,953	6,581,919	(817,034)	-11.04%	
41250 - Passenger Facility Charge	22,312,428	17,282,668	15,930,724	(1,351,944)	-7.82%	
41251 - PFC Capital Fund	70,958,981	36,131,132	35,208,053	(923,079)	-2.55%	
41255 - Rental Car Facility Charge	577,895	179,304	145,124	(34,180)	-19.06%	
41262 - Revolving Credit Facility	0	750,000	12,903,687	12,153,687	1620.49%	
41271 - Debt Service Reserves	25,915,325	26,295,949	26,379,191	83,242	0.32%	
41273 - Revenue Refunding Bonds 2010	13,496,104	7,133,112	4,480,800	(2,652,312)	-37.18%	
41275 - Revenue Refunding Bonds 2011	9,513,758	9,553,190	9,552,356	(834)	-0.01%	
41276 - Revenue Refunding Bonds 2015	1,672,343	1,818,610	1,821,875	3,265	0.18%	
41290 - Rebate Fund	0	0	10,098	10,098	100%	
Sub Total	447,570,323	428,029,162	483,987,206	55,958,044	13.07%	
(Less: Transfers)	(67,326,519)	(85,879,659)	(109,574,474)	(23,694,815)	27.59%	
TOTAL APPROPRIATIONS	\$380,243,804	\$342,149,503	\$374,412,732	\$32,263,229	9.43%	
OPERATING						
Operating Expenditures	\$76,922,52 4	\$78,530,827	\$75,778,596	(\$2,752,231)	-3.50%	
Participating Airline Rebates	5,969,747	1,808,125	3,499,598	1,691,473	93.55%	
Subtotal Operating	82,892,271	80,338,952	79,278,194	(1,060,758)	-1.32%	
CAPITAL			U			
Capital Construction	44,711,502	79,216,309	129,465,619	50,249,310	63.43%	
Subtotal Capital	44,711,502	79,216,309	129,465,619	50,249,310	63.43%	
DEBT SERVICE			0			
Arbitrage Rebate	0	0	10,000	10,000	100.00%	
Misc. Financial Services	1,093	1,120	1,760	640	57.14%	
Principal Payment	11,096,894	5,865,056	15,731,266	9,866,210	168.22%	
Interest Payment	13,386,059	12,758,861	12,753,544	(5,317)	-0.04%	
Debt Service Reserves	25,852,928	25,939,653	25,943,196	3,543	0.01%	
Subtotal Debt Service	50,336,974	44,564,690	54,439,766	9,875,076	22.16%	
Airport Reserves	202,303,057	138,029,552	111,229,153	(26,800,399)	-19.42%	
TOTAL ALL FUNDS	\$380,243,804	\$342,149,503	\$374,412,732	\$32,263,229	9.43%	

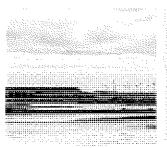
FUND 41200 SUMMARY	FY 18/19 ACTUALS	FY 19/20 FORECAST	FY 20/21 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
Revenues - RSW	\$100,479,302	\$81,269,672	\$77,878,562	(\$3,391,110)	-4.17%
Interfund Transfers	6,376,356	7,229,358	7,948,454	\$719,096	9.95%
CARES Funding	0	3,000,000	5,500,000	\$2,500,000	83.33%
Fund Balance	34,269,556	23,772,498	19,163,068	(4,609,430)	-19.39%
Total Revenues	\$141,125,214	\$115,271,528	\$110,490,084	(\$4,781,444)	-4.15%
OPERATING EXPENSES					
Executive	189,129	18 7 ,908	237,885	49,977	26.60%
Administration	5,858,500	6,598,195	6,696,138	97,943	1.48%
Development	1,901,304	2,039,851	1,920,892	(118,959)	-5.83%
Aviation	23,258,658	23,494,271	22,705,320	(788,951)	-3.36%
CARES Funding	0	(3,000,000)	(5,500,000)	(2,500,000)	83.33%
Capital	1,805,888	1,513,037	613,946	(899,091)	-59. 42 %
Sub Total	\$33,013,479	\$30,833,263	\$26,674,181	(\$4,159,082)	-13.49%
PERSONNEL EXPENSES					
Executive	470,166	322,210	463,955	141,745	4 3.99%
Administration	6,646,441	7,159,116	7,338,323	179,207	2.50%
Development	2,583,190	2,607,987	2,712,637	104,650	4.01%
Aviation	22,863,953	23,760,487	24,723,049	962,562	4.05%
Sub Total	\$32,563,750	\$33,849,800	\$35,237,964	\$1,388,164	4.10%
NON FEE RELATED EXPENSES					
Airline Rebates/Revenue Sharing	5,969,747	1,808,125	3,499,598	1,691,473	93.55%
Interfund Transfers	33,002,314	30,385,914	24,100,304	(6,285,610)	-20.69%
Sub Total	\$38,972,061	\$32,194,039	\$27,599,902	(\$4,594,137)	-14.27%
TOTAL OPERATING	\$104,549,290	\$96,877,102	\$89,512,047	(\$7,365,055)	-7.60%
Fund 412 Reserves	36,575,924	18,394,426	20,978,036	2583610.34	14.05%
TOTAL APPROPRIATIONS	\$141,125,214	\$115,271,528	\$110,490,084	(\$4,781,444)	-4.15%



Lee County Port Authority

Rates & Fees Proposed Budget

Southwest Florida International Airport

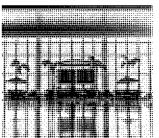




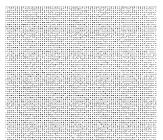












Fiscal Year 2020-2021



LEE COUNTY PORT AUTHORITY

RATES & FEES PROPOSED BUDGET

FISCAL YEAR 2020 - 2021

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- C. Distribution of Operating Expenses
- D. Passenger Statistics & Landed Weight



Lee County Port Authority Proposed Budget Fiscal Year 2021 Southwest Florida International Airport Summary of Revenues and Expenses for the Calculation of Airline Rates and Fees

Figural Moor Engline		Approved Budget		Proposed Budget		Budget vs. Budget	Budget vs. Budget
Fiscal Year Ending		<u>2020</u>		<u>2021</u>		<u>Variance</u>	<u>%</u>
Terminal Rental Revenue	\$	7,373,189	\$	6,014,796	\$	(1,358,393)	-18.42%
Gate Area Revenue		6,547,837		5,454,359		(1,093,478)	-16.70%
Baggage Area Charges		6,704,251		5,584,652		(1,119,599)	-16.70%
Landing Fee Revenue		13,772,049		11,990,439		(1,781,610)	-12.94%
Apron Fee Revenue		2,176,272		2,201,490		25,218	1.16%
Non Signatory Revenue		69,589,800		48,066,716		(21,523,084)	-30.93%
Passenger Facility Charges		3,426,982		1,991,100		(1,435,882)	-41.90%
Federal Inspection Service Fees		372,760		166,202		(206,558)	-55.41%
Total Revenue	\$	109,963,140	\$	81,469,754	\$	(28,493,386)	-25.91%
Expenses							
Personnel	\$	36,324,657	\$	35,237,964	\$	(1,086,693)	-2.99%
Operating	Ψ	35,463,096	Ψ	31,560,235	*	(3,902,861)	
Capital		1,785,949		613,946		(1,172,003)	
CARES Funding		1,700,040		(5,500,000)		(5,500,000)	
Total Expenses	\$	73,573,702	\$	61,912,145	\$		
•	•	• •		. ,	,	. , , , ,	
Net Revenue	\$	36,389,438	\$	19,557,609	\$	(16,831,829)	-46.25%
Series 2011A	\$	9,515,469	\$	9,515,669	\$	200	0.0%
Series 2015 Refunding		1,672,005		1,672,005		-	0.0%
Series 2010 Refunding		13,499,905		13,500,905		1,000	0.0%
Short Term Financing				504,375		504,375	100.0%
CARES Funding		<u></u>		(8,970,400)		(8,970,400)	-100.0%
Less Total Debt Service	\$	24,687,379	\$	16,222,554	\$	(8,464,825)	-34.29%
Net Funds Remaining (net of CARES)	\$	11,702,059	\$	3,335,055	\$	(8,367,004)	-71.50%
Less Working Capital Reserve		196,516		-		(196,516)	<i>-</i> 100.00%
Less Airfield Project Amortization		283,061		283,061		-	0.00%
Less Ground Transportation Project Amortization		158,912		158,912		- 	0.00%
Less Terminal Project Amortization		998,117		1,112,540		114,423	11.46%
Net Funds Remaining after Contribution & Working Capital	\$	10,065,452	\$	1,780,542	\$	(8,284,910)	-82.31%
LCPA Share 60% (Rebate/Sharing)	\$	6,039,271	\$	1,068,325	\$	(4,970,946)	-82.31%
Airline Share 40% (Rebate/Sharing)	\$	4,026,181	\$	712,217	\$	(3,313,964)	
Author Share 1070 (Nobale) Sharingy	*	1,020,101	*	, , _ , _ , ,	_	(0,010,001)	02.0170
Rates & Statistics:							
Landing Fee	\$	2.49	\$	3.32	\$	0.83	33.33%
Terminal Rental Rate	\$	110.54		92.08	\$	(18.46)	
Apron Fee Per Gate	\$	128,016		122,305	\$	(5,711)	
Projected Average Cost Per Enplanement	\$	6.62		10.15	\$	3.53	53.38%
Total Passengers	7	9,878,331	7	6,001,735	•	(3,876,596)	
Total Landed Weight		5,530,843		3,611,578		(1,919,265)	
•		,				, ,	

Lee County Port Authority Southwest Florida International Airport Terminal Rental Rate Fiscal Year 2021

Fiscal Year Ending	l	Fiscal Year 2020	I	Fiscal Year 2021
Terminal Investment Service Terminal Operating Expenses Terminal Expense Operating Reserve	\$	16,170,233 33,204,669 343,845	\$	10,439,450 29,830,661
Terminal Amortization		998,117		1,112,540
Total Requirement		50,716,864		41,382,651
Less: PFC Revenues		3,426,982		1,991,100
Net Requirement		47,289,882		39,391,551
Total Rentable Space		427,798		427,798
Signatory Airline Terminal Rental Rate Extraordinary Coverage Requirement	\$ \$	110.54	\$ \$	92.08
Required Signatory Airline Terminal Rental Rate (1.25 Coverage)	\$	110.54	\$	92.08
Non Signatory Terminal Rental Rate (110%)	\$	121.59	\$	101.29
Signatory Gate Area charge	\$	311,802	\$	259,731
Signatory Airline Terminal Rental Space Non Signatory Leased Airline Space		184,991 1,451		184,449 689
Total Leased Airline Space		186,442		185,138
Signatory Airline Terminal Rental Revenue	\$	20,448,850	\$	16,984,018
Non Signatory Terminal Rental Revenue	\$	176,724	\$	69,789
Total Terminal Rental Revenue	\$	20,625,574	\$	17,053,807
Allocation of Leased Airline Space		Fiscal Year 2021]	Fiscal Year 2021
	9	Square Feet		Revenue
Signatory Airline Terminal Space Revenues:				
Exclusive Space		64,564	\$	5,945,007
Gate Area Revenue		59,235	\$	
Baggage Area Charges		60,650	\$	5,584,652
Sub Total		184,449	\$	16,984,018
Non Signatory Airline Exclusive Space		689	\$	69,789
Total		185,138	\$	17,053,807

Lee County Port Authority Southwest Florida International Airport Landing Fee Rate Fiscal Year 2021

Fiscal Year Ending	Fiscal Year <u>2020</u>	F	iscal Year <u>2021</u>
Airfield Investment Service Airfield Operating Expenses Airfield Operating Expense Reserve Airfield Amortization	\$ 5,647,238 11,329,114 175,253 283,061		4,045,014 10,772,685 - 283,061
Total Requirement	\$ 17,434,666	\$	15,100,760
Less: Airfield Non Airline Revenue	3,671,239		3,115,064
Net Requirement	\$ 13,763,427	\$	11,985,696
Signatory Landed Weight Non Signatory Landed Weight	4,943,155 587,788		3,213,731 397,847
Total Landed Weight	5,530,943		3,611,578
Landing Fee	\$ 2.49	\$	3.32
Extraordinary Coverage Requirement	\$ 	\$	-
Required Landing Fee (1.25 Coverage)	\$ 2.49	\$	3.32
Required Signatory Landing Fee Revenue Non Signatory Landing Fee Revenue	12,308,457 1,463,592		10,669,588 1,320,851
Total Landing Fee Revenue	\$ 13,772,049	\$	11,990,439



Lee County Port Authority Southwest Florida International Airport Apron Fee Rate Fiscal Year 2021

Fiscal Year Ending	F	iscal Year 2020	Fiscal Year <u>2021</u>
Apron Investment Service Apron Operating Expenses Apron Operating Expense Reserve	\$	61,718 3,522,735 -	
Total Apron Requirement	\$	3,584,453	\$ 3,424,545
Total Gates		28	28
Apron Fee Per Gate	\$	128,016	\$ 122,305
Leased Gates		17	18
Apron Fee Revenue	\$	2,176,272	\$ 2,201,490



Lee County Port Authority Southwest Florida International Airport Signatory Cost Per Enplanement Fiscal Year 2021

	Fiscal Year <u>2020</u>	Fiscal Year <u>2021</u>	<u>Variance</u>	% <u>Variance</u>
Signatory Landing Fee Revenues	\$ 12,308,457	\$ 10,669,588	\$ (1,638,869)	-13.31%
Signatory Terminal Rental Revenue	20,448,850	16,984,018	(3,464,832)	-16.94%
Signatory Apron Revenues	2,176,272	2,201,490	25,218	1.16%
Total Signatory Passenger Airline Revenue	\$ 34,933,579	\$ 29,855,096	\$ (5,078,483)	-14.54%
Less: Revenue Sharing	(4,026,181)	(712,217)	3,313,964	-82.31%
Net Signatory Passenger Airline Revenue	\$ 30,907,398	\$ 29,142,879	\$ (1,764,519)	-5.71%
Total Signatory Airline Enplanements	4,665,689	2,870,116	(1,795,573)	-38.48%
Signatory Cost Per Enplanement	\$ 6.62	\$ 10.15	\$ 3.53	53.28%



Lee County Port Authority Southwest Florida International Airport Investment Service and Allocation to Cost Centers Fiscal Year 2021

Fiscal Year Ending	I	Fiscal Year 2021	
Investment Service			
Short Term Financing	\$	504,375	
Series 2011 A		9,515,669	
Series 2010 Refunding (Net of CARES)		4,530,505	
Series 2015 Refunding		1,672,005	
Total Debt Service (Excluding PFC's)		16,222,554	
Debt Service Coverage		4,055,638	
Total Investment Service (Net of CARES)	\$	20,278,192	
CARES	·	8,970,400	
Allocation of Investment Service to Cost Centers			
			Allocation %
Airfield	\$	4,045,014	18.3%
Apron		39,548	0.2%
Terminal		10,439,450	52.4%
Ground Transportation		5,576,216	28.2%
Aviation		118,643	0.6%
Non Aviation		-	0.0%
Air Cargo		59,321	0.3%
Total Investment Service	\$	20,278,192	100.0%



Lee County Port Authority Southwest Florida International Airport Non Signatory Revenues Proposed Budget Fiscal Year 2021

Revenue Source		Total RSW		<u> Airfield</u>		<u>Apron</u>	Ground <u>Terminal</u> <u>Transportation</u>			<u>Aviation</u>	Air <u>Cargo</u>	
Investment Income	\$	1,757,449	\$	321,613	\$	3,515	£	920,903	\$	495,601	\$ 10,545	\$ 5,272
Fuel Systems	*	1,913,697	*	1,913,697	۳	0,0.0	*	020,000	*	,	Ψ /0,0 .0	4 0,2,2
Fuel Flowage		272,867		272,867								
Catering		192,941		192,941								
Passenger Aircraft Parking		85,442		85,442								
Utility Income		94,333		94,333								
FBO Landing fees		108,999		108,999								
Misc Revenue - Police		39,872		39,872								
Misc Revenue - Maintenance		15,121		15,121								
Misc Revenue DAS		130,500		.0,.2.				130,500				
Misc Revenue - ARFF		158		158		1		,,,,,,,,,				
Apron Use Charge		300,400		100		300,400						
Terminal Concessions		2,330,110				000, 100		2,330,110				
Restaurants		2,819,711						2,819,711				
Airport Facility Charge		905,515						905,515				
Terminal Space Rent		1,263,852						1,263,852				
Facility Use Charge		973,400						973,400				
Advertising		308,331						308,331				
Equipment Use Charge		587,749						587,749				
Space Rent Commercial		380,024						380,024				
Misc Revenue (LEO)		131,211						131,211				
Hold Room Charge		87,041						87,041				
Misc Revenue (K9) Explosive Program		151,500						143,925				7,575
Misc Revenue - Operations (Lost/Found)		5,553						5,553				.,
Rental Cars		15,515,067						-,		15,515,067		
Parking Lot Fee		10,240,550								10,240,550		
Building Rent RAC		1,616,816								1,616,816		
Employee Parking		298,246								298,246		
Taxi Permit Fees		345,962								345,962		
Fuel Systems (RAC)		180,379								180,379		
Fuel Flow Commerical		14,569								14,569		
Off Airport Parking		117,007								117,007		
Off Airport Rental Cars		310,332								310,332		
Courtesy Permit/Trip		118,354								118,354		
Charter Bus Fees		9,527								9,527		
Provider Permits		18,220								18,220		
Land Rent Commercial		2,636,525								221,629	2,414,896	
Privilege Fee		770,641								6,878	763,763	
Bldg Rent RAC Service Facility		320,301									320,301	
Cell Phone Tower Charges		144,761									144,761	
Misc Revenue - Airport		37,833		37,833							-	
Cargo Ramp User Fee		201,922		30,288								171,634
Commercial Cargo Bldg Rental		183,608										183,608
Third Party Cargo Fees		128,420										128,420
Passenger Facility Charge		1,991,100										
Total		50,057,816										
Less PFC'S		(1,991,100)										
Total	\$	48,066,716	\$	3,115,064	\$	303,915	\$	10,987,825	<u>\$</u>	29,509,137	\$3,654,266	\$496,509



Lee County Port Authority Southwest Florida International Airport Detail of Expenses by Cost Center Fiscal Year 2021

	Airfield		Apron		Terminal	Transportatio	n	Aviation	No	naviation		Cargo		Indirect	Total
<u>Executive</u>										' '' ' .'			*******		
Port Boards	\$ 5,747	′\$	1,988	\$	14,359	\$ 10,501	\$	391	\$	515	\$	616	\$	883	35,000
Director	97,04	5	33,570		242,470	177,32	2	6,602		8,700		10,396		16,736	592,840
Legal Services	12,01	9	4,158		30,031	21,96	2	818		1,078		1,288		2,647	74,000
Total	114,81	1	39,715		286,860	209,78	6	7,810		10,292		12,299		20,266	701,840
Administration															
Air Service Development	102,69	9	35,525		256,596	187,65	3	6,986		9,207		11,002		16,780	626,448
Finance	490,05		169,518		1,224,409	895,43		33,337		43,931		52,497		723,545	3,632,717
Purchasing	90,09		31,167		225,116	164,63		6,129		8,077		9,652		15,619	550,490
Human Resources	301,25		104,211		752 702	550,46	3	20,494		27,007		32,272		85,589	1,873,994
Information Technology	712,20		246,366		1,779,476	1,301,36	0	48,449		63,847		76,295		236,133	4,464,134
Property Management	134,20	8	39,974		1,855,204	472,23	2	7,861		10,360		31,028		19,376	2,570,244
Communications & Marketing	152,12	8	52,624		380,098	277,97	2	10,349		13,638		16,297		27,275	930,381
Total	1,982,64	7	679,386		6,473,600	3,849,74	2	133,605		176,066		229,043		1,124,318	14,648,407
Development															
Development	1,025,00	2	28,472		1,224,308	569,44	6	0		0		0		7,700	2,854,929
Non-Departmental	640,29	6	17,786		764,798	355,72	0	0		0		0		0	1,778,600
Total	1,665,29	8	46,258		1,989,106	925,16	6	0		0		0		7,700	4,633,529
Aviation Services															
Aircraft Rescue	3,213,96	5	58,923		1,596,269	257,11	7	85,706		139,272		5,357		66,242	5,422,850
Maintenance	2,094,86	4	677,945		6,789,745	6,405,80	7	314,956		332,055		699,105		1,125,617	18,440,094
Contract Management	7,88	6	10,515		6,345,017	5,551,58	4	0		5,257		0		1,500	11,921,759
Operations	548,82	4	236,523		537,343	459,26	7	181,411		197,485		135,484		24,370	2,320,706
Aviation Security & Technology	43,99	9	11,000		807,687	708,69	0	0		0		0		17,606	1,588,982
Aviation Administration	82,04	0	36,003		224,873	201,26	4	8,263		8,853		16,526		12,795	590,618
APD - Security	1	0	0		0		0	0		0		0		0	0
Police	585,05	1	1,441,734		3,733,184	995,98		69,649		69,649		69,649		178,464	7,143,360
Total	6,576,62	9	2,472,642		20,034,118	14,579,71	0	659,985		752,571	-	926,120		1,426,593	47,428,369
CARES															(5,500,000)
	\$ 10,339,386	<u> \$</u>	3,238,001	\$	28,783,68 <u>4</u>	<u>\$ 19,564,404</u>	. ⊈	801,399	\$	938,930	<u>\$</u>	1 <u>,167,462</u>	\$	<u> 2,578,878</u>	<u>\$ 61,912,145</u>



Lee County Port Authority Southwest Florida International Airport Distribution of Operating Expenditures Fiscal Year 2021

	Airport Total	Allocable	Airfield	Apron	Terminal	Ground Transportation	Aviation	Non Aviation	Air Cargo
Personnel Expenditures									
Salaries & Wages	\$22,923,0 7 8	\$ 128,910	\$ 5,140,691	\$1,671,825	\$ 8,893,368	\$ 5,749,665	\$ 371,614	\$ 467,404	\$ 499,602
Employee Benefits	12,314,886	79,541	2,681,205	934,828	4,828,117	3,091,317	192,607	243,564	263,708
Total Add Allocations	<u>35,237,964</u>	208,451 (208,451)	7,821,896 20,845	2,606,653 11,882	13,721,485 98,806	8,840,981 66,496	<u>564,221</u> 2,710	710,968 2,501	763,310 5,211
Operating Expenditures									
Contractual Services, Materials & Supplies	21,506,654	1,523,760	1,671,786	390,955	9,291,649	8,147,133 0	106,112	142,225	233,035
Utilities	4,104,928	192,037	165,547	21,385	2,746,335	890,584	70,004	5,404	13,632
Repairs & Maintenance	2,239,804	4,599	329,976	111,236	714,885	886,372	38,366	51,227	103,142
Insurance	1,864,850	0	18,649	0	1,566,474	261,079	0	0	18,649
Other	2,457,945	650,031	331,532	107,772	742,857	538,255	22,697	29,107	35,694
Total Add Allocations	32,174,181	2,370,427 (2,370,427)	2,517,490 412,454	<u>631,348</u> 135,114	15,062,200 948,171	10,723,423 756,166	237,179 30,816	227,962 28,445	<u>404,152</u> 59,261
CARES (Linked to Cash Flow s/s)	(5,500,000)								
Grand Total	<u>\$61,912,145</u>	\$ -	<u>\$ 10,772,685</u>	<u>\$3,384,997</u>	<u>\$ 29,830,661</u>	\$ 14,887,066	<u>\$ 834,925</u>	<u>\$ 969,876</u>	<u>\$ 1,231,934</u>



LEE COUNTY PORT AUTHORITY DEPLANED PASSENGERS FISCAL YEAR 2021

Signatory Airlines	<u>Oct</u>	Nov	Dec	<u>Jan</u>	Feb	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	July	Aug	<u>Sep</u>	<u>Total</u>
American	24,101	26,186	31,462	32,928	35,097	52,557	41,081	39,769	33,681	32,728	38,590	35,908	424,088
Delta	29,824	30,361	45,325	47,356	50,916	88,196	59,640	59,729	54,480	57,183	56,175	46,304	625,489
Frontier	6,698	15,709	31,037	31,453	29,879	40,866	33,728	16,605	14,464	10,342	10,414	7,646	248,841
JetBlue	19,110	21,665	28,002	28,686	30,486	42,228	38,202	27,373	29,494	26,468	25,761	24,990	342,465
Southwest	22,386	33,397	40,420	39,481	47,145	87,211	54,896	44,368	49,594	49,303	35,923	30,962	535,086
Spirit	9,071	22,165	32,125	31,890	38,712	56,779	41,527	13,397	12,859	12,038	10,686	10,555	291,804
United	15,548	18,544	25,064	24,573	29,667	47,575	29,590	27,639	25,050	24,142	18,813	17,291	303,496
Sub-Total	126,738	168,027	23 3,435	236,367	261,902	415,412	298,664	228,880	219,622	212,204	196,362	173,656	2,771,269
<u>Affiliates</u>				4 404	4 = 40	4 0	400	•	4 000	0.074	4 000	440	40.000
Endeavor - Delta	124	296	617	1,161	1,512	1,657	168	0	1,302	2,071	1,006	119	10,033
Republic - American	0	0	909	1,430	1,738	3,644	687	687	0	0	0	0	9,095
Republic - Delta	137	328	410	964	1,339	1,637	309	0	1,179	1,310	655	262	8,530
Republic - United	0	129	209	127	202	469	250	250	258	330	194	65	2,483
Sub-Total	261	753	2,145	3,682	4,791	7 ,40 7	1,414	937	2 ,73 9	3,711	1,855	446	30,141
Other Scheduled Carriers													
Sun Country	2,623	5,223	7,142	7,912	8,020	11,384	6,612	3,529	3,282	2,950	3,165	3,342	65,184
Sub-Total	2,623	5,223	7,142	7, 91 2	8,020	1 1,3 8 4	6,612	3,529	3,282	2,950	3,1 65	3,3 42	65,184
Domestic Charters													
Misc	119	56	19	37	57	18	17	53	38	56	38	38	546
	119	56	19	37	57	18	17	53	38	56	3 8	38	546
<u>International</u>													
Air Canada	1,161	1,653	2,971	5,520	6,814	9,022	6,877	1,607	1,152	1,821	1,647	960	41,205
Lufthansa-Subsidiary	427	615	1,067	1,005	838	1,229	1,543	1,351	1,434	1,229	1,434	1,229	13,401
WestJet	1,960	2,427	2,500	2,532	2,539	3,968	3,542	2,490	1,638	1,990	1,928	981	28,495
Sub-Total	3,548	4,695	6,538	9,057	10,191	14,219	11,962	5,448	4,224	5,040	5,009	3,17 0	83, 10 1
TOTAL	133,289	1 78,7 5 4	249,279	257,055	284,961	448,440	318,669	238,847	229,905	223,961	206,429	180,652	2,950,241



LEE COUNTY PORT AUTHORITY ENPLANED PASSENGERS FISCAL YEAR 2021

Signatory Airlines	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	22,247	27,298	29,042	34,327	33,720	54,878	46,325	44,846	35,112	34,118	40,229	37,374	439,516
Delta	27,530	3 1,650	41,838	49,368	48,920	92,090	67,254	67,354	56,794	59,612	58,561	48,194	649,165
Frontier	6,183	16,377	28,649	3 2,789	28,707	42,671	38,03 3	18,724	15,078	10,782	10,857	7,958	256,808
JetBlue	17,640	22,586	25,848	29,905	29,291	44,093	43,079	30,868	30,747	27,593	26,855	26,010	354,515
Southwest	20,664	34,816	37,311	41,159	45,296	91,062	61,904	50,032	51,701	51,398	37,449	32,226	555,018
Spirit	8,374	23,106	29,654	33,245	37,193	59,286	46,828	15,108	13,406	12,550	11,139	10,985	300,874
United	14,352	19,3 3 2	23,136	25,617	28,504	49,676	33,368	31,167	26,114	25,168	19,613	18,173	314,220
Sub-Total	116,990	175,165	215,478	246,410	251,631	433,756	336,791	258,099	228,952	221,221	204,703	180,920	2,870,116
Affiliates											•		
Endeavor - Delta	114	297	570	1,211	1,453	1,664	189	0	1,307	2,079	1,010	119	10,013
Republic - American	0	0	839	1,491	1,670	3,658	7 74	774	. 0	. 0	0	0	9,206
Republic - Delta	126	329	378	1,005	1,286	1,644	3 48	0	1,184	1,315	658	263	8,536
Republic - United	0	130	193	132	194	471	282	282	259	331	195	65	2,534
Sub-Total	240	756	1,980	3,839	4,603	7,437	1,593	1,056	2,750	3,725	1,863	447	30,289
Other Scheduled Carriers													
Sun Country	2,421	5,244	6,593	8,248	7,706	11,4 3 0	7,456	3,979	3,295	2,962	3,178	3,355	65,867
Sub-Total	2,421	5,244	6,593	8,248	7,706	11,430	7,456	3,979	3,295	2,962	3,178	3,355	65 ,8 6 7
•													
Domestic Charters													
Misc	110	56	17	3 9	55	18	19	59	38	56	38	38	543
-	110	56	17	39	55	18	19	59	38	56	38	38	543
<u>International</u>													
Air Canada	1,072	1,660	2,742	5,755	6,547	9,059	7,755	1,812	1,156	1,828	1,654	964	42,004
Lufthansa-Subsidiary	394	617	985	1,048	805	1,234	1,740	1,523	1,440	1,234	1,440	1,234	13,694
WestJet	1,809	2,436	2,308	2,639	2,440	3,984	3,994	2,808	1,644	1,998	1,936	985	28,981
Sub-Total	3,275	4,713	6,035	9,442	9,792	14,277	13,489	6,143	4,240	5,060	5,030	3,183	84,679
TOTAL	123,036	185,934	230,103	267,978	273,787	466,918	359,34 8	269,336	239,275	233,024	214,812	18 7,943	3,051,494



LEE COUNTY PORT AUTHORITY TOTAL PASSENGERS FISCAL YEAR 2021

Signatory Airlines	<u>Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	May	<u>June</u>	July	Aug	<u>Sep</u>	<u>Total</u>
American	46,348	53,484	60,504	67,255	68,817	107,435	87,406	84,615	68,793	66,846	78,819	73,282	863,604
Delta	57,354	62,011	87,163	96,724	99,836	180,286	126,894	127,083	111,274	116,795	114,736	94,498	1,274,654
Frontier	12,881	32,086	59,686	64,242	58,586	83,537	71,761	35,329	29,542	21,124	21,271	15,604	505,649
JetBlue	36,750	44,251	53,850	58,591	59,777	86,321	81,281	58,241	60,241	54,061	52,616	51,000	696,980
Southwest	43,050	68,213	77 ,731	80,640	92,441	178,273	116,800	94,400	101,295	100,701	73,372	63,188	1,090,104
Spirit	17,445	45,271	61,7 7 9	65,135	75,905	116,065	88,355	28,505	26,265	24,588	21,825	21,540	592,678
United	29,900	37,876	48,200	50,190	58,171	97,251	62,958	58,806	51,164	49,310	38,426	35,464	617,716
Sub-Total	243,728	343,192	448,913	482,777	513,533	849,168	635,455	486,979	448,574	433,425	401,065	354,576	5,641,385
<u>Affiliates</u>													
Endeavor - Delta	238	593	1,187	2,372	2,965	3,321	357	0	2,609	4,150	2,016	238	20,046
Republic - American	0	0	1,7 4 8	2,921	3,408	7,302	1,461	1,461	0	0	0	0	18,301
Republic - Delta	26 3	657	788	1,969	2,625	3,281	657	0	2,363	2,625	1,313	525	17,066
Republic - United	0	259	402	259	396	940	532	532	517	661	389	1 3 0	5,017
Sub-Total	501	1,509	4,125	7,521	9,394	14,844	3,007	1,993	5,489	7,436	3,718	893	60,430
Other Scheduled Carriers													
Sun Country	5,044	10,467	13,735	16,160	15,726	22,814	14,068	7,508	6,577	5,912	6,343	6,697	131,051
Sub-Total	5,044	10,467	13,735	16,160	15,726	22,814	14,068	7,508	6,577	5,912	6,34 3	6,697	131,051
<u>International</u>													
Air Canada	2,233	3,313	5,713	11,275	13,361	18,081	14,632	3,419	2,308	3,649	3,301	1,924	83,209
Lufthansa-Subsidiary	821	1, 23 2	2,052	2,053	1,643	2,463	3,283	2,874	2,874	2,463	2,874	2,463	27,095
Westjet	3 ,769	4,863	4,808	5,171	4,979	7,952	7,536	5,298	3,282	3,988	3,864	1,966	57,476
Sub-Total	6,823	9,408	12,573	18,499	19,983	28,496	25,451	11,591	8,464	10,100	10,039	6,35 3	167,780
TOTAL	256,325	364,688	479,382	525,033	558,748	915,358	678,017	508,183	469,180	456,985	421,241	368,595	6,001,735



Lee County Port Authority Landed Weight (X1000) Fiscal Year 2021

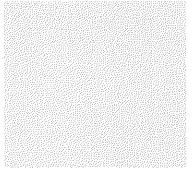
Signatory Airlines	<u>oct</u>	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	<u>SEP</u>	TOTAL BUDGET
American	32,945.0	35,357.7	39,312.8	43,252.5	42,885.0	64,630.7	5 2,223.6	50,686.6	41,546.5	40,392.6	46,844.3	43,689.3	533,766.6
Delta	36,848.5	37,164.0	52,396.9	56,465.4	56,743.0	105,189.3	73,170.3	73,039.1	60,279.1	63,374.2	63,589.5	52,550.8	730,810.1
Frontier	7,275.3	16,780.3	3 1 ,123.6	32,433.1	28,748.3	40,924.4	3 5 ,104.2	17,253.4	13,615.8	10,213.7	10,2 5 3.8	7,504.6	251,230.5
JetBlue	25,050.0	28,186. 1	34,233.3	36 ,0 43 .3	35,530.1	50,764.6	47,886.5	34,751.4	35,740.2	29,872.6	29,071.2	28,213.6	415,342.9
Southwest	26,354.8	39,864.8	45,338.0	45,463.4	50,888.0	96,336.6	63,281.6	51,745.6	52,378.2	52,076.6	37,604.2	34,576.0	595,907.8
Spirit Airlines	10,185.4	25,132.7	34,230.0	35,049.1	39,994.0	60,470.5	46,984.8	14,741.2	13,707.3	12,735.0	11,188.5	11,043.0	315,461.5
United	20,861.4	25,568.5	31,281.7	31,353.8	34,824.0	56,436.1	36,718.5	34,419.0	28,403.1	28,067.9	21,953.3	21,324.6	371,211.9
Sub Total	159,520.4	208,054.1	267,916.3	280,060.6	289,612.4	474,752.2	355,369.5	276,636. 3	245,670.2	236,732.6	220,504.8	198,901.9	3 ,21 3,73 1 .3
Affiliates .													
Endeavor - Delta	150.2	375.5	751.0	1,502.0	1,877.5	2,102.8	225.3	0.0	1,652,2	2,628.5	1,276.7	150.2	12,691.9
Republic - American	0.0	0.0	1.049.3	1.798.8	2,098.6	4.497.0	899.4	899.4	0.0	0.0	0.0	0.0	11,242.5
Republic - Delta	150.0	374.8	449.8	1,124.4	1,499.2	1,874.0	374.8	0.0	1,349.3	1,499.2	749.6	299.9	9,745.0
Republic - United	0.0	144.7	222.3	144.7	219.6	519. 5	294.6	294.6	289.3	366.9	217.0	72.4	2,785.6
Sub-Total	300.2	895.0	2,472.4	4,569.9	5,694.9	8,993.3	1,794.1	1,194.0	3,290.8	4,494.6	2,243.3	522.5	36,465.0
0401.11.10													
Other Scheduled Carriers	0.400.4	F F F7 0	0.744.0	0.007.0	7.077.7	44 505 0	7.004.5	0.004.0	0.570.0	0.005.4	0.400 =	0 =00 4	
Sun Country Sub Total	2,469.1 2,469.1	5, 5 57.3 5,557. 3	6,711.8	8,337.0	7,977.7	11,565.0	7,324.5	3,894.9	3,573.9	3,235.1	3,432.7	3,520.1	67,599.1
Sub rotai	2,409.1	0,007.0	6,711.8	8,337.0	7,977.7	11,565.0	7,324.5	3,894.9	3, 5 73. 9	3, 2 3 5 .1	3,4 32 .7	3,520.1	67,599.1
Domestic Charters													
Misc	191.0	191.0	67.0	124.0	191.0	67.0	67.0	191.0	124.0	191.0	124.0	124.0	1,652.0
Sub Total	191.0	191.0	67.0	124.0	191.0	67.0	67.0	191.0	124.0	191.0	124.0	124.0	1,652.0
1-41													
<u>International</u>													
Air Canada	1,345.7	2.235.4	3.674.9	6,976.1	8,313.1	9,992.9	9.146.6	2,204.7	1,375.0	2,213.5	2,100.6	1,240,2	50,818.7
Lufthansa-Subsidiary	692.0	1,038.0	1,730.0	1,730.0	1,384.0	2,076.0	2,768.0	2,422.0	2,422.0	2,076.0	2,422.0	2,076.0	22,836.0
Westjet	2,109.0	2,75 5 .0	2,737.6	2,970.2	2,849.7	4,520.1	4,218.0	2,908.9	1,833.5	2,238.2	2 195.3	1,110.4	32,445.9
Sub Total	4,146.7	6,028.4	8,142.5	11,676.3	12,546.8	16,589.0	16,132.6	7,535.6	5,630.5	6,527.7	6,717.9	4,426.6	106,100.6
<u>Cargo</u>													
Federal Express	6,138.0	6,213.4	8,769,2	5,223.4	7.203.4	6,288.2	5,585.6	6,719,4	6,248.0	5,463.0	6.561.6	6,930.0	77,343.2
UPS	6.090.0	6,720.0	7,201.5	7.140.0	7,200.4	8,610.0	7,980.0	8,610.0	8,1 9 0.0	8.086.0	9,145.5	7,554.4	92,467.4
Western Global	2,457.5	983.0	2.457.5	1,474.5	1,474.5	983.0	983.0	983.0	983.0	983.0	1,474.5	983.0	16,219.5
Sub Total	14,685.5	13,916.4	18,428.2	13,837.9	15,817.9	15,881.2	14,548.6	16,312.4	15,421.0	14,532.0	17,181.6	15,467.4	186,030.1
Total	181,312.9	234,642.2	303,738.2	318,605,7	331,840.7	527.847.7	395,236.3	305,764.2	273,710.4	265,713.0	250,204.3	222,962.5	3,611,578.1
10(0)	101,312.3	237,042.2	303,/30.2	310,003.7	331,040,/	JE1,041./	J9J,4JU.J	JUJ, (04.Z	213,110.4	200,710.0	200,204.3	£££,30£.3	0,011,070.1

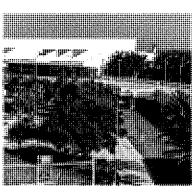


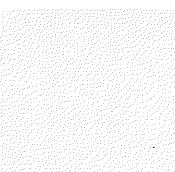
LCPA Pay Plan

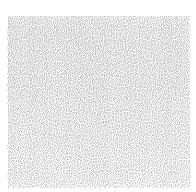
FY 2020/2021

















Lee County Port Authority – Pay Plan FY 2020/21

PAY GRADE	HOURLY	<u>MINIMUM</u> BIWEEKLY	ANNUAL	HOURLY	MAXIMUM BIWEEKLY	ANNUAL
Grade 6	12.7555	1,020.44	26,531.00	19.7707	1,581.65	41,123.00
Grade 6-84 HR	12.7555	1,071.46	27,858.00	19.7707	1,660.74	43,179.00
Grade 7	13.6818	1,094.54	28,458.00	21.8904	1,751.23	45,532.00
Grade 7-84 HR	13.6818	1,149.27	29,881.00	21.8904	1,838.79	47,809.00
Grade 8	14.6075	1,168.60	30,384.00	23.3720	1,869.76	48,614.00
Grade 8-84 HR	14.6075	1,227.03	31,903.00	23.3720	1,963.25	51,044.00
Grade 9	15.5338	1,242.70	32,310.00	24.8540	1,988.32	51,696.00
Grade 9-84 HR	15.5338	1,304.84	33,926.00	24.8540	2,087.74	54,281.00
Grade 10	16.4600	1,316.80	34,237.00	26.3361	2,106.88	54,779.00
Grade 10-84 HR	16.4600	1,382.64	35,949.00	26.3361	2,212.23	57,518.00
Grade 11	17.3863	1,390.90	36,164.00	27.8181	2,225.45	57,862.00
Grade 11-84 HR	17.3863	1,460.45	37,972.00	27.8181	2,336.72	60,755.00
Grade 12	18.3126	1,465.01	38,090.00	29.3001	2,344.01	60,944.00
Grade 12-84 HR	18.3126	1,538.26	39,995.00	29.3001	2,461.21	63,991.00
Grade 13	19.2388	1,539.11	40,017.00	30.7821	2,462.57	64,027.00
Grade 14	20.1647	1,613.17	41,943.00	32.2631	2,581.05	67,107.00
Grade 14-84 HR	20.1647	1,693.83	44,040.00	32.2631	2,710.10	70,463.00
Grade 15	21.0914	1,687.31	43,870.00	33.7462	2,699.70	70,192.00
Grade 15-84 HR	21.0914	1,771.68	46,064.00	33.7462	2,834.68	73,702.00
Grade 16	22.0176	1,761.41	45,797.00	35.2282	2,818.26	73,275.00
Grade 16-84 HR	22.0176	1,849.48	48,087.00	35.2282	2,959.17	76,938.00
Grade 17	22.9439	1,835.51	47,723.00	36.7103	2,936.82	76,357.00
Grade 17-84 HR	22.9439	1,927.29	50,109.00	36.7103	3,083.66	80,175.00
Grade 18	23.8702	1,909.61	49,650.00	38.1923	3,055.38	79,440.00

Page 1 of 2



Lee County Port Authority – Pay Plan FY 2020/21

PAY GRADE	HOURLY	MINIMUM BIWEEKLY	ANNUAL	HOURLY	MAXIMUM BIWEEKLY	ANNUAL
Grade 19	24.7964	1,983.72	51,577.00	39.6743	3,173.94	82,523.00
Grade 19-84 HR	24.7964	2,082.90	54,155.00	39.6743	3,332.64	86,649.00
Grade 20	25.7227	2,057.82	53,503.00	41.1563	3,292.51	85,605.00
Grade 21	27.1117	2,168.94	56,392.00	43.3783	3,470.27	90,227.00
Grade 21-84 HR	27.1117	2,277.38	59,212.00	43.3783	3,643.78	94,738.00
Grade 22	28.9642	2,317.14	60,246.00	46.3424	3,707.39	96,392.00
Grade 23	30.8168	2,465.34	64,099.00	49.3064	3,944.51	102,557.00
Grade 24	32.6693	2,613.54	67,952.00	52.2705	4,181.64	108,723.00
Grade 24-84 HR	32.6693	2,744.22	71,350.00	52.2705	4,390.72	114,159.00
Grade 24-112 HR	23.3352	2,613.54	67,952.00	37.3361	4,181.64	108,723.00
Grade 25	34.5218	2,761.75	71,805.00	55.2345	4,418.76	114,888.00
Grade 25-84 HR	34.5218	2,899.83	75,396.00	55.2345	4,639.70	120,632.00
Grade 26	36.3744	2,909.95	75,659.00	58.1986	4,655.89	121,053.00
Grade 27	38.2269	3,058.15	79,512.00	61.1627	4,893.01	127,218.00
Grade 27-112 HR	27.3049	3,058.15	79,512.00	43.6876	4,893.02	127,218.00
Grade 28	40.0794	3,206.35	83,365.00	64.1267	5,130.14	133,384.00
Grade 29	42.8582	3,428.66	89,145.00	68.5728	5,485.82	142,631.00
Grade 30	46.5633	3,725.06	96,852.00	74.5009	5,960.07	154,962.00
Grade 31	50.2684	4,021.47	104,558.00	80.4290	6,434.32	167,292.00
Grade 32	53.9734	4,317.88	112,265.00	86.3571	6,908.57	179,623.00
Grade 33	57.6785	4,614.28	119,971.00	92.2852	7,382.82	191,953.00





RATES & FEES FISCAL YEAR 2020-2021

OCTOBER 2020



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I. Introduction

The purpose of this document is to develop and maintain uniform published rates and fees for Page Field and Base Operations customers. Prior to the beginning of each fiscal year, Page Field rates and fees will be approved by the Board of Port Commissioners. Interim changes to these rates and fees may be made by the Executive Director or his designee in the event that such revisions are necessary to respond to significant changes in market conditions or to maintain the airport's competitive market position in the general aviation community.

From time to time it is necessary to provide reasonable fee adjustments to resolve Base Operations customer service issues that may arise during the course of regular business operations. As Base Operations takes great measures to provide nationally consistent services to its customers, there are occasions when it is appropriate to make adjustments to fuel, service or other fees to attain customer satisfaction goals and maintain customer loyalty. In these cases, the Airport Director may deviate from the rates and fees herein following the guidelines established by Operations Instruction 6302, Fee Adjustment Procedures.

II. Aviation Petroleum Products

A. Standard Pricing

The Port Authority has developed various fuel purchase programs to meet the needs of a wide variety of Page Field customers. Each of these programs uses a fixed margin formula. The retail sales price of the fuel product includes the cost of fuel, taxes and the Port Authority's margin, inclusive of the established Fuel Flowage Fee and Fuel Storage Facility Fee. Retail sales prices are subject to change as the cost of fuel changes. The Port Authority's margin is established in Section II A., Aviation Petroleum Products, Standard Pricing. Discounts authorized in Section II B., Discount Program, will reduce the Port Authority's net margins.

1. Avgas – Full-Service

The margin of this product is \$1.15 per gallon. This fee is combined with the product's cost to determine the retail sales price per gallon. As an example, if the Port Authority's cost per gallon is \$3.05 (inclusive of taxes), then the addition of the margin would make the retail sales price \$4.20 per gallon.

2. Avgas - Self-Service

The Port Authority has installed an Avgas self-service fueling system, allowing an alternative low-cost purchase option for this product. The margin of this product is \$0.60 per gallon. The self-service price is \$0.55 below the posted retail price of the day. For example, if the Avgas posted price of the day is \$4.20, then the price of self-service would be \$3.65.

3. Jet A

The margin of this product is \$2.07 per gallon. This fee is combined with the product's cost to determine the retail sales price per gallon. As an example, if the Port Authority's cost per gallon is \$1.95 (inclusive of taxes), then the addition of the margin would make the retail sales price \$4.02 per gallon.



4. Aviation Oil and Additives

Aviation oil products and fuel additives are provided to customers upon request. Base Operations maintains a variety of product lines to meet customer needs. Pricing for these products is detailed below.

Aviation Oil

All types (per quart) will be sold at cost times two (2).

Fuel Additives

Prist (or equivalent) will be sold at \$0.09 per gallon of Jet A, dispensed.

B. Discount Program

The Port Authority has implemented a standardized fuel discount program for both full-service Avgas and Jet A for based and itinerant customers. This discount is consistent with industry standards and recognizes the contribution of our based customers as well as our aeronautical service providers. No discount is offered for the self-service Avgas products.

For the purpose of the discount programs, a based customer is defined as one who has in effect a current building lease, land lease, hangar agreement, or tie-down agreement with the Port Authority. Itinerant customers are those who do not qualify as based customers.

1. Avgas

Itinerant Aircraft Discount

Itinerant aircraft shall be allowed a discount based upon volume. The discount shall be based on the current posted retail price. The discount shall be based upon each fuel delivery and shall not include cumulative fuel deliveries. The following table details this discount program.

1 – 25.9 gallons	No discount
26 - 50.9 gallons	\$0.05 per gallon
51 – 150.9 gallons	\$0.10 per gallon
151 – 500.9 gallons	\$0.15 per gallon
501 gallons and up	\$0.20 per gallon

U.S. Government and other aircraft approved by the Defense Logistics Agency – Energy (DLA-Energy) who pay using the Aviation Into-Plane Reimbursement (AIR) Card will receive the same discount.

Based Aircraft Discount

Based aircraft shall be allowed a discount exclusive of volume. The discount shall be a \$0.25 per gallon reduction in the current posted retail price.

High Volume Discount

To qualify for the high volume discount, customers must have purchased a minimum of 5,000 gallons of Avgas from the Port Authority in the previous fiscal year (October through September). Customers qualifying for this program shall receive a discount of \$0.35 off the current posted retail price.



2. Jet A

Itinerant Aircraft Discount

Itinerant aircraft shall be allowed a discount based upon volume. The discount shall be based on the current retail price (inclusive of taxes). The discount shall be based upon each fuel delivery and shall not include cumulative fuel deliveries. The following table details this discount program.

1 – 100 gallons	No discount
101 – 200 gallons	\$0.05 per gallon
201 – 400 gallons	\$0.10 per gallon
401 – 700 gallons	\$0.15 per gallon
701 – 1,000 gallons	\$0.20 per gallon
1,001 – 2,000 gallons	\$0.25 per gallon
2,001 gallons and up	\$0.40 per gallon

U.S. Government and other aircraft approved by the Defense Logistics Agency – Energy (DLA-Energy) who pay using the Aviation Into-Plane Reimbursement (AIR) Card will receive the same discount but will not be charged the Federal Kerosene and LUST Tax.

Based Aircraft Discount

Based aircraft shall be allowed a discount exclusive of volume. The discount shall be a \$0.52 per gallon reduction in the current posted retail price (inclusive of taxes).

Contract Fuel

The Port Authority participates with the current contracted fuel supplier, Avfuel, in their contract fuel program. All fuel purchases made by the customer on contract fuel are billed directly to the customer by Avfuel. Avfuel reimburses the Port Authority for the cost of fuel as well as the appropriate per gallon into-wing rate. The following table details the established into-wing rates for contract itinerant fuel.

1 – 100 gallons	\$1.80 per gallon
101 - 200 gallons	\$1.75 per gallon
201 - 400 gallons	\$1.70 per gallon
401 – 700 gallons	\$1.65 per gallon
701 – 1,000 gallons	\$1.60 per gallon
1,001 - 2,000 gallons	\$1.55 per gallon
2,001 gallons and up	\$1.10 per gallon

Contract Itinerant High Volume

For itinerant customers to qualify for this rate, they must have purchased a minimum of 17,500 gallons the previous fiscal year (October through September). Customers qualifying for this program will have an established into-wing rate of \$1.35 regardless of number of gallons per uplift.

Contract Based

Based customers participating in the contract fuel program will have an established intowing rate of \$1.20 per gallon, regardless of number of gallons per uplift.



C. Fuel Storage Facility and Fuel Flowage Fees

Fuel Storage Facility Fee

A fuel storage facility fee of \$0.20 per gallon is included in all Port Authority fuel pricing programs.

Fuel Flowage Fee

A fuel flowage fee of \$0.30 per gallon is applied to and included in all fuel programs when fuel is purchased directly from Base Operations. Tenant self-fueling programs purchasing fuel from a source other than Base Operations shall be subject to the \$0.30 flowage fee

Tenant self-fueling programs require that the operator obtain a Lee County Port Authority Self-Fueling Permit. Self-fueling operations are strictly limited to the fueling of tenant-owned or exclusively leased aircraft, using only the tenant's employees and the tenant's equipment.

III. Hangars and Tie-Downs

A. Fees

Aircraft Hangars - Monthly

"A" Hangars:

A-1 through A-8	\$428.00
A-9 through A-28, A-39 through A-68	\$375.00
A-29 through A-38	\$214.00

"B" Hangars:

B-2 through B6, B-9 and B-10	\$219.75
B-8 and B-13	\$140.75
B-21, B-44 and B-46	\$195.75
B-16 through B-18, B-33 through B-35	\$97.50
B-19 and B-20, B-22 through B-25, B-	\$171.00
27 through B-32	

"F" Hangars:

F-1 through F-4, F-6 through F-13, F-15 through F-21, F-24 through F-36	\$359.00
F-5 and F-14	\$456.00
F-22 and F-23	\$716.00
F-37 through F-44, F-65 through F-68	\$390.00
F-45 through F-64, F-69 through F-78	\$326.00



"U" Hangars:

All "U" Hangars	\$188.00
/ (ii	J 4.40.00

Multi-Storage Hangars - Monthly

Monthly storage fees will be based on size of aircraft to be stored. Aircraft wingspan will be multiplied by nose-to-tail length to determine square footage of footprint, rounded up to the nearest foot, and then multiplied by the appropriate monthly rate. Helicopter footprint will be determined by multiplying the length of the main rotor blades by the length of the body. Rates for the various multi-storage hangars are as follows:

South Side Hangars (D and G)	\$0.55
Base Operations Hangars (M and O)	\$0.70

For tenants with agreements in the Base Operations hangars, fees shall be waived for GPU and towing services.

Multi-Storage Hangar Crew Offices

Office space is available to Part 91 operators who have an existing multi-storage hangar agreement for their aircraft at the monthly rate of \$1.50 per square foot.

Multi-Hangar - Daily

Single/Small Twin/Helicopter	\$63.00
Cabin Class Twin	\$73.50
Very Light Jet (VLJ)	\$81.25
Light Jet/Turboprop	\$89.25
Mid-Size Jet	\$105.85
Super Mid-Size Jet	\$154.55
Heavy Jet	\$255.00

If, in a calendar month, an aircraft is continuously stored in a multi-storage hangar for a length of time to where the daily rate would exceed the monthly rate, then the monthly rate may be charged.

<u>Tie-Downs – Monthly</u>

North, South, Southeast, Southwest	\$33.00
and "L" Ramps	
Commercial	\$44.00

B. Discounts

Hangar and tie-down fees paid for a one-year period in advance will be entitled to a 5 percent discount. However, any prepaid rent will not be refunded unless the agreement is terminated by the Port Authority. Prepaid amounts are subject to change for increases in hangar and tie-down rent as determined by the Port Authority.



- C. Aircraft Hangar Wait List
 Customers who wish to be placed on the aircraft hangar wait list must submit a completed
 Request for Hangar Space along with a non-refundable deposit of \$50.00.
- D. Lost Key Replacement
 The Port Authority will charge a \$10.00 fee for each lost key replacement and a \$30.00 fee
 for replacement of hangar locks.

IV. Itinerant Ramp Fees

A. Usage and Fees

Itinerant aircraft will be charged an itinerant ramp fee dependent on the size of aircraft. The fee is assessed daily and will be waived for up to three consecutive days for those customers purchasing the minimum amount of fuel. Aircraft remaining for more than three days will be charged the appropriate fee regardless of fuel purchase. Fees may be waived for one day for donated humanitarian missions, such as Angel Flight, upon approval of the general aviation director or his/her designee.

Monthly rates are available for Cabin Class Twin and above categories and require a tiedown agreement with minimum three-month term. Due to space limitations on the itinerant ramp, monthly rates for the Single/Small Twin/Helicopter category are only available on the North, South, Southeast, Southwest and "L" ramps.

Aircraft Category

\$10.00/day	
10 gallons or top-off	
\$25.00/day	
60 gallons or top-off	
\$250.00	
\$40.00/day	
80 gallons or top-off	
\$300.00	
\$50.00/day	
120 gallons or top-off	
\$350.00	
\$80.00/day	
160 gallons or top-off	
\$400.00	
\$120.00/day	
250 gallons or top-off	
\$450.00	
\$200.00/day	
320 gallons or top-off	
\$500.00	



V. Landing Fees

Landing fees are to be collected for commercial aircraft operations. A commercial operator is defined as a person, business, or other entity with or without a contract with the Lee County Port Authority to provide aeronautical services to the public. Landing fees will be charged as follows:

Single/Cabin Class	\$5.00
Turbine	\$10.00
Helicopter	\$8.00

Landing fees do not apply to commercial operators that are based at Page Field and maintain leased or owned facilities such as hangar or office. Flight instructors with an independent flight instructor agreement shall pay landing fees up to a maximum of \$50.00 per month. Flight instructors subject to the landing fee shall be responsible to pay for only the final landing of a multi-landing session.

VI. Other Fees

A. Catering Fee

A 20% handling fee will be added to catering orders that are ordered by Base Operations staff.

B. After-Hours Fee

Normal hours of operation are 0600-2200 local. Should a customer require services outside of normal business hours, Base Operations staff will accommodate that request at an hourly rate of \$50.00 without proration.

C. Air Camping Fee

Air camping fee at approved locations shall be \$10.00 per night in addition to any applicable ramp usage fees. Prior approval from the airport director or designee is required for all aircraft operators.

D. Self-Service Maintenance Facility Fee

A self-service maintenance facility is provided for hangar and tie-down tenants to perform minor owner maintenance such as oil changes, at no fee. Should a tenant require the services of a specialty mechanic who does not hold an agreement with the Port Authority, the self-service maintenance facility may be used on a limited basis with approval of the airport director or designee at a fee of \$25.00 per half day or \$40.00 per full day. Such approval will be contingent upon the mechanic providing documentation to include proof of liability insurance.

E. Conference/Seminar Room Fee

Conference and seminar rooms are available for aviation and aircraft-related use for a nominal charge. The conference room is available at an hourly rate of \$35.00 per hour. Use of the seminar room is available in four-hour increments at a rate of \$150.00 per increment. Page Field tenants and Base Operations customers may use either room for business meetings as available without charge.

F. Aircraft Lavatory Service

Aircraft lavatory service is available at a fee of \$40.00 per lavatory per service, regardless of aircraft type.



- G. Aircraft Ground Power Unit (GPU)
 - An aircraft ground power unit (GPU) is available for aircraft engine start on a complimentary basis on the Base Operations ramp. Extended GPU use on the Base Operations ramp is available at a rate of \$45.00 per hour, or portion thereof, after 30 minutes. If available, a GPU may be requested on other areas of the airport at a rate of \$45.00 per hour, or portion thereof, commencing on GPU startup.
- H. Base Operations Facility Usage Fee

Page Field aeronautical operators may choose to use the Base Operations terminal facility in connection with a permitted commercial departure. A commercial departure is defined as a live departure from Base Operations, whereby the operator enplanes their passengers utilizing the Base Operations terminal facility. This fee shall be applied per commercial departure and in addition to applicable ramp fees as established herein.

Base Operations Facility Usage Fee

1 – 2 passengers	\$50.00
3 – 6 passengers	\$75.00
7 or more passengers	\$100.00

- I. Washington Reagan National (DCA) Access Standard Security Program (DASSP) Operators may use Base Operations for originating direct flights to DCA under the DASSP. Such flights are subject to a fee of \$400.00 per aircraft per DASSP flight.
- J. Lost/Damaged Grounding Cable Fee A fee of \$35.00 will be assessed for replacement of any lost or damaged aircraft grounding cable.
- K. Aircraft Towing

Aircraft towing is available from Base Operations to the south side of the airfield at a fee of \$50.00 per requested service.

L. Potable Water Service Aircraft potable water service is available at a fee of \$35.00 per service.

VII. Sublease Fees

Per Part II, Section 4: Subleasing Requirements of the Minimum Standards for Aeronautical Activities for Page Field, allow operators to sublease under certain conditions and approval of the Port Authority.

Sub-lessee fees shall be based on the following schedule and shall be applied to owned, operated, leased or managed aircraft.

Fees Associated with Subleasing

0 – 2 aircraft	\$50.00/month
3 – 5 aircraft	\$100.00/month
6 or more aircraft	\$200.00/month



VIII. Buildings and Land

A. Buildings

The Lee County Port Authority has several buildings that may become available from time to time for either aeronautical services or other business purposes. Lease terms are negotiable and are based on fair market value.

B Land

The Lee County Port Authority leases unimproved land to those parties interested in providing an aeronautical service or other business service at Page Field. Rental rates for unimproved land are determined through negotiations and a fair market appraisal conducted by the Port Authority's fee appraiser.

IX. Late Charges

All invoices not paid by the required due date shall accrue interest at a rate of 18 percent per annum, unless otherwise provided for in the tenant's or aeronautical provider's lease or use agreement with the Lee County Port Authority.



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

LEE COUNTY PORT AUTHORITY							
1. <u>REQUESTED MOTION/PURPOSE</u> : Request Board rank qualifications submitted for Request for Proposals RFP 20-28MMW for Executive Search Services for an Airport Executive Director.		5. <u>CATEGORY</u> : 2 Administrative					
 FUNDING SOURCE: HR TERM: N/A WHAT ACTION ACCOMPLISHES: Selects firm to provide executive search services for an Airport Executive Director 			6. <u>ASMC MEETING DATE</u> : 6/16/2020 7. <u>BoPC MEETING DATE</u> : 6/25/2020				
8. AGENDA: CEREMON CONSENT X ADMINIST		TATION	i	REQUESTOR OF II ALL REQUESTS) NAME Brian McGo	nagle		
10. BACKGROUNI	D:		•				
RFP 20-28MMW was advertised on February 14, 2020 on the Port Authority's website and various aviation trade publications. The selected successful proposer will work in close consultation with the Authority's Human Resources Director to develop a recruitment strategy and timetable for the solicitation, interviewing and hiring of a highly qualified Airport Executive Director. Each firm submitting a proposal must have successfully placed executive level candidates in a medium or large hub airport within the past three consecutive years. On March 23, 2020, six (6) proposals were received. RFP's were submitted by the following firms (in alphabetical order): ADK Consulting & Executive Search ACS Firm, LLC Career Management Partners (CMP) Korn Ferry International Ralph Anderson & Associates Sunshine Enterprise USA A publicly noticed meeting of the Staff Evaluation Committee was held on April 23, 2020, to review the proposals, develop staff summaries and make recommendations to the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC and Board in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding RFP's. As a result of its review, the Staff Evaluation Committee agreed to recommend the following order of preference for the responding firms: 1. Korn Ferry International							
11. RECOMMENDED APPROVAL							
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORN	ACTING EXECUTIVE DIRECTOR		
	Aictoria 8. Moreland	X/A	Brian (W. McGonagle	Gregory O Hagen	S. Benjamin R. Obiegel		
12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION: APPROVED APPROVED as AMENDED DENIED OTHER		APPR APPR DENIE	OVED as AMENDED D RRED to				

Background (continued)

- 2. ADK Consulting & Executive Search
- 3. ACS Firm, LLC[
- 4. Ralph Anderson & Associates
- 5. Career Management Partners (CMP)
- 6. Sunshine Enterprise USA

On June 3rd, Ralph Anderson & Associates notified the Airport that they are no longer interested and withdrew from consideration.

Staff recommends that the ASMC hear oral presentations from each firm in alphabetical order. The firms are available and will present through web conferencing.

In the event ASMC would prefer not to hear presentations, staff recommends ASMC rank the firms in accordance with staff's review and scoring of the written letters of qualifications and recommend the Board of Port Commissioners authorize staff to begin contract negotiations with the number one (1) ranked firm.

Attachments: RFP 20-28MMW Addendum 1 Ralph Anderson Response Letter Staff Summaries of each firm



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

REQUEST FOR PROPOSAL (RFP) 20-28MMW FOR

EXECUTIVE SEARCH SERVICES FOR AN AIRPORT AUTHORITY EXECUTIVE DIRECTOR

DATED: February 14, 2020

DESIGNATED PURCHASING OFFICE CONTACT

Melissa M. Wendel, CPPO, Procurement Manager Telephone (239) 590-4557 Email: mmwendel@flylcpa.com

PRE-SUBMITTAL MEETING: None Scheduled

INQUIRIES/CLARIFICATION REQUEST DEADLINE:

5:00 p.m., local time, March 5, 2020

PROPOSALS DUE:

2:00 p.m., local time, March 23, 2020

NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of sealed proposals from interested individuals, 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).

The following key dates have been established for the pre-submittal meeting, sealed proposal opening, and the deadline for submitting any requests for clarification of any information contained within this RFP. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

THIS PRE-SUBMITTAL MEETING IS MANDATORY. Attendance is required. Proposals submitted by firms not attending the mandatory pre-submittal meeting will not be considered.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions potential responding firms may have about the Request for Proposals.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Proposals.

☑ There is no pre-submittal meeting planned for this competitive procurement.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING

Sealed proposals must be received at the Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than the time and date indicated on the cover page.

DEADLINE FOR CLARIFICATION REQUESTS

Inquires or requests for clarifications of any information contained in the RFP must be received no later than the time and date indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the designated contact in the Lee County Port Authority Purchasing Office (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.

PART A INSTRUCTIONS TO PROPOSERS

Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Proposal. In order to receive consideration, proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Part A.

A.01 PUBLIC OPENING OF SEALED PROPOSALS

Sealed proposals shall be publically opened at the time and place specified this Request for Proposals in the presence of Authority officials immediately upon expiration of the due date and time. Proposers, their authorized agents, and other interested person are invited to attend the public opening.

At the opening the Authority will make public the names of the proposers submitting a proposal and the city and state in which they reside. No review or analysis of the submitted 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 Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.02 <u>DELIVERY OF PROPOSALS</u>

Sealed 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 have their proposal delivered to the location of the public opening on or before the stated time and date. If a proposal is sent by U.S. Mail or other delivery service, the proposer will be responsible for its timely delivery to the opening location. Proposals delayed by mail or delivery service will not be considered, will not be opened at the public proposal opening and arrangements will be made for their return to the proposer at the proposer's request and expense.

A.03 SUBMISSION OF SEALED PROPOSALS

The contents of your sealed proposal package must include:

- One (1) original proposal clearly marked 'Original' and labeled with the proposing firm name and address, and;
- Eight (8) identical hard copies which clearly identify the responding firm and are each marked 'Copy', and;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. <u>Do not</u> password protect or otherwise encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of a discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Proposers must submit the complete proposal in one sealed package clearly marked "RFP20-28MMW: EXECUTIVE SEARCH SERVICES" with the return address of your company clearly marked on the outside.

Electronically submitted or faxed proposals will not be considered. Documents resulting from this competitive solicitation become the sole property of the Authority.

A.04 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to release its solicitation documents including any addenda or award results. Interested firms may register with Public Purchase at www.publicpurchase.com or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the RFP and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

A.05 QUESTIONS AND CLARIFICATION PERIOD

Each proposer will examine all Requests for Proposals solicitation documents and will judge 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 made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Proposals. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby an interpretation, clarification or additional information will be given.

All inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. 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 Request for Proposals will be made by written addenda. It shall be the responsibility of the proposer, prior to submitting its proposal, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into proposer's submittal.

A.07 PROPOSAL EXPENSES

All costs incurred by proposer(s) in responding to this Request for Proposal and in participating in any interviews/presentations/demonstrations, including travel, shall be borne entirely by the proposer.

A.08 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties is satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

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 Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted 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 Request for Proposals is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.10 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by written request to the Purchasing Office for any reason and received <u>prior</u> to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened proposal returned to the proposer.

Negligence on the part of the proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn proposal shall not be resubmitted.

A.11 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the proposer, 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 Request for Proposals, such proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.12 JOINT VENTURES

Proposers 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 Section 489.119, prior to the date and time set for the public opening.

A.13 NO LOBBYING

Proposers are hereby placed on notice that the 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 Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer shall 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 Purchasing 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 requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled

All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their proposal 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.

A FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.14 LOCAL VENDOR PREFERENCE

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

A.15 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a proposer is

found to have submitted a false certification under Section 287.135(5) F.S. 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 proposer 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 a proposal under Section 287.135, Florida Statues.

A.16 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal 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, proposers shall 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.17 NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Proposer 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 successful proposer will not participate directly or indirectly in the discrimination prohibited by the act and applicable regulations, including 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 successful proposer shall comply with pertinent statute 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 successful proposer 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:

Proposals made pursuant to this Request for Proposals 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 Florida Statute, Section 119.071. 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 Florida Statute, Section 119.0701, to the extent a successful proposer is performing services on behalf of the Authority, successful proposer 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. Proposer 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 Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the agreement and following completion of the agreement if the successful Proposer does not transfer the records to the Authority.
- 4) Upon completion of the agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful proposer transfers all
- Public records to the Authority at the completion of the agreement, the successful Proposer shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful proposer keeps any public records, it shall 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.

A.20 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. 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.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to this Request for Proposal shall belong exclusively to the Authority.

Authority does not believe that any of the required information constitutes a Trade Secret. To the extent proposer desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the proposal that are not declared as trade secret. In addition, proposer shall cite, for each trade secret claimed, the Florida statute number that supports the designation. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, proposer shall provide a hard copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, proposer acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the proposer's request for a trade secret at any time; and,
- 2) the Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) that after notice from the Authority that a public records request has been made for proposer's proposal, the proposer, at its sole expense, shall be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by proposer in response to notice from the Authority shall be taken immediately, but no later than 10 calendar days from the date of notification or proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney's fees and costs) or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.21 GOVERNING LAWS/RULES/REGULATIONS

The successful proposer shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The proposer shall ensure compliance with all 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.22 AGREEMENT

The successful proposer shall be required to enter into an agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful proposer's proposal where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NONEXCLUSIVITY OF AGREEMENT

By responding to this Request for Proposals any selected proposer 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.24 AVAILABILITY OF PERSONNEL

Personnel described in the proposal must be available to perform the services as described. All personnel shall be considered to be employees or agents of the proposer and not employees or agents of the Authority.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.26 ASSIGNMENT OF AGREEMENT

The successful proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

A.27 FINANCIAL STABILITY

The successful proposer may be required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS

The successful proposer that is awarded an agreement to provide services pursuant to this RFP shall maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records shall 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. These records shall be maintained for five years after the expiration or termination of the agreement and shall be readily available for inspection upon reasonable notice.

A.29 TERMINATION

The agreement between the Authority and the successful proposer 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 successful proposer.

END OF PART A

PART B SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority ("Authority") invites the submission of proposals from interested and qualified executive search firms to assist with identifying, recruiting, and hiring the most qualified candidate for the position of an Executive Director for the Lee County Port Authority.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

The Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY) in Fort Myers, Florida.

Southwest Florida International Airport is an award-winning medium-hub commercial service airport located in Fort Myers, Florida with an annual economic impact of more than \$8.4 billion to the region. RSW served more than 10 million passengers in 2019, and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany. A terminal complex with 28 gates and state-of-the- art facilities opened in 2005, making it one of the newest in the nation and offering a top-rated travel experience. The airport is currently undertaking a \$219+ million expansion project to meet the demands of increased passenger traffic.

The Authority operates Base Operations at Page Field (FMY), the airport's sole fixed base operator (FBO). Page Field is a thriving, award-winning airport that is home to more than 325 aircraft. As the designated reliever airport for RSW, it handled more than 116,000 operations in 2019, and has a regional economic benefit of \$385 million. Base Operations at Page Field opened in 2011, offering superior private aviation services at exceptional value. The facility is consistently recognized as one of the top- rated FBOs in North America.

Additional information about RSW and FMY is available online at www.flylcpa.com.

B.03 STRUCTURE OF THE ORGANIZATION

The Authority has 365 active positions. The majority of employees are full time, with the exception of a few part time customer care associates. There are three (3) divisions: Administration, Aviation and Development. See the attached organizational chart for specific reporting structures.

B.04 SCOPE OF SERVICES

The Authority intends that the successful proposer, once engaged, will conduct a full service and focused search for qualified candidates for the position of Executive Director

To carry out this objective, the Authority expects that the successful proposer will work in close consultation with the Authority's Human Resources Director and pursuant to the direction provided by the Airports Special Management Committee and the Lee County Board of Port Commissioners, as applicable, to:

- 1) Develop a recruitment strategy, process and timetable for completion of the work in consultation with the Authority.
- 2) Develop an accurate and enticing position posting/marketing piece along with a comprehensive occupational and employer profile for the position, that describes the minimum qualifications, including aviation experience and a minimum of 7 to 10 years in a leadership role.

- 3) Source job candidates through a variety of channels including advertising in nationally-recognized publications likely to attract qualified candidates, as well as proactively reaching out to candidates in the marketplace that may not be actively seeking the position.
- 4) Evaluate candidates to develop a pool of diverse potential candidates, and then thoroughly evaluate potential finalists before presenting them for an interview with the Board of Port Commissioners.
 - Such evaluation is expected to include thorough in-depth interviews in person or by video-conferencing, appropriate preliminary inquiries into references and background, and a careful assessment of the candidate(s)' strengths and weaknesses against the position description.
- 5) Advise the Human Resources Department promptly and offer alternative courses of action if it becomes apparent that no qualified candidates can be presented, or the length of the search will differ considerably from that originally specified.

END OF PART B

PART C CONTENT AND ORGANIZATION OF PROPOSAL

The information each proposer provides will be used to determine the most qualified proposer with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Part D, Evaluation of Proposals.

C.01 EVALUATION CRITERIA

The information submitted in response to all elements of C.02, below, serves as the established evaluation criteria when determining the selection of a successful proposer and award of a future agreement under this Request for Proposals.

C.02 **INFORMATION TO BE SUBMITTED**

The information requested in this section must be contained within your proposal.

The contents of each proposal shall be **separated** and **arranged with tabs in an 8.5**" x 11" format and in the same order and following the same format as listed below, identifying the response to each specific item.

<u>Section 1 – Minimum Qualifications</u>
To qualify for consideration, proposers must meet the following requirements and provide the information requested in this section.

The proposing firm must have successfully placed executive level candidates in a medium or large hub airport within the past three consecutive years from the date of the proposal opening. Provide a summary that includes date of placement, airport name, and the title of the candidate placed.

Present proof of any licensing or certification which is required by law to perform the services set forth in Section B, Scope of Services. If no licensing or certification is required, proposer shall indicate same. Each proposer shall provide a copy of any applicable licenses and certificates.

Identify the proposer's legal status and legal name that will be on any future executed agreement. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida.

Proposers 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 Section 489.119, prior to the date and time set for the public opening.

Provide a written statement of assurance of proposer's ability to meet the insurance requirements.

Section 2 – Letter of Introduction

A letter of introduction must be provided that includes an introduction of the Proposer. The letter of introduction must be focused and should not exceed three (3) pages.

<u>Section 3 – Background and Experience of the Proposer</u>

Provide a summary of the proposer's experience and background in the executive recruitment business, including number of years in business and the number of placements made in each of the past three years.

Provide information about proposer's background providing services similar to those detailed in this RFP for a medium or large hub airport.

Include, at a minimum, the following information:

- Name of airport/government entity/large scale client
- Address
- Dates of service
- Services provided
- Contract value

Proposer's response to Section 3 shall not exceed six (6) pages.

<u>Section 4 – Methodology and Project Approach</u>

Describe the understanding of the overall objective and deliverables for each phase of the executive search. Include a clear description of the work to be performed, the anticipated methodology used to complete the work (including specifically, methodologies for working in close consultation with the Authority and the methodology for ensuring a diverse applicant pool) and the objectives to be reached and/or product to be delivered for each phase of the executive search. Describe resources and data which may be available to complete the search.

All responses shall include a project approach for performing the services which articulates the services and the level of effort that would be required for this engagement. The proposer shall also propose the timeline with anticipated labor hours for completion of each milestone.

Proposer's response to Section 4 shall not exceed five (5) pages.

Section 5 – Key Personnel and Primary Contact

Identify 'key personnel' who will be assigned an integral role in providing services and describe the role each person will have with respect to performance of the service. For each key person identified provide a biography that includes their name, title and information relating to their respective areas of expertise. Also include background and experience, professional credentials and the office address including email and telephone number for each person. Provide position descriptions for each key management person possessing decision-making authority.

Identify one (1) person currently employed by the proposer who will serve as the primary contact for the successful proposer and identify his or her alternate. The primary contact is the proposer's representative who will be the primary contact for the Authority and who will possess the authority to make decisions on behalf of the proposer.

Provide a resume for the primary contact and his or her alternate.

Section 6 - Marketing and/or Advertising

Disclose detailed plans for using marketing and/or advertising to conduct an executive search. Proposer's response to this section shall not exceed three pages.

Section 7 - Corporate Location

Provide a description of proposer's office, including location of offices, the location where the contract authority resides and location of individuals to be assigned to this agreement (if any). Make clear the office out of which the proposed work to be performed will be based.

Section 8 - Business Ethics Disclosure

Disclose any circumstances where the conduct of the proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority the details of such conflicts shall be stated here. If no conflicts exist that fact should also be stated here.

Section 9 - Explanation of Proposer's Financial Capacity

Provide consent to provide the proposer's most recent independently prepared annual financial summary statement on request. Such statements will include balance sheets and profit and loss statements. The Authority may conduct an internal or external review of the information. Findings will be maintained on file for subsequent use and review.

Section 10 - References

Identify two (2) clients that the Authority may contact to obtain references. Each reference must be a client from within the past three (3) years whom the proposer has served. For each reference include contact name, title, address, current telephone number and email address.

Section 11 - Cost Proposal

Provide a cost proposal for Executive Search Services including direct and indirect costs and expense, estimated number of hours required, and a total estimated cost for the search.

As part of the cost proposal, list each person that may perform services along with their title, the hourly rate proposed, and the level of involvement anticipated per milestone.

Section 12 – Proposal Forms

Proposer shall complete, execute and return Forms 1 - 5 with the sealed proposal.

END OF PART C

PART D EVALUATION OF PROPOSALS

D.01 PROPOSAL EVALUATION

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 shall forward all proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the Airports Special Management Committee that includes a suggested order of preference of the firms 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 short-list the proposals. In accordance with this Request for Proposals, Florida Statutes and the Board approved Lee County Port Authority Purchasing 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 proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.

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

Authority staff and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration shall 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 evaluations, the ASMC shall 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 shall 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 shall 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 into 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 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.

D.02 AUTOMATIC DISQUALIFICATION

Proposers shall be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- 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
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes
- Not being registered to do business in the state of Florida prior to submitting a proposal

D.03 RANKING OF PROPOSALS

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the proposer(s) whose proposal 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;
- List proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- Recommend a ranked order of preference of qualified proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.

D.04 TENATIVE SOLICITATION SCHEDULE

The following tentative schedule is provided as a general guide on the timing for this solicitation. The schedule is subject to change. Do not rely on this schedule. Notices of the receiving due date, staff evaluation committee, ASMC, and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices. Please refer to the website for schedule information.

03/23/2020	Proposal Due Date
03/30/2020	Staff Evaluation Committee Meeting
04/21/2020	Airports Special Management Committee (ASMC)
05/07/2020	Board of Port Commissioners approval of vendor selection
06/16/2020	ASMC contract review/approval
06/25/2020	Board of Port Commissioners contract approval

END OF PART D

PART E NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

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

E.02 NEGOTIATION

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

E.03 AGREEMENT

Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.

E.04 AWARD

Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E

PART F INSURANCE, INDEMNIFICATION & BONDS

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

No agreement will be made pursuant to this Request for Proposal until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

Minimum Insurance Requirements - Types and Limits

Commercial General Liability, on an occurrence basis, including products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least \$1 million per occurrence and \$2 million general aggregate.

Additional Insured

The Lee County Port Authority shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers

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

Waiver of Subrogation

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful proposer 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 remains in effect, successful proposer shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the Proposal. The appointed insurance agent or carrier shall 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.

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

Policy on Request

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

Change in coverage

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

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful proposer shall indemnify, hold harmless, and defend 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 successful proposer, or anyone performing any act required of the Consultant in connection with performance of any contract awarded pursuant to this Request for Proposals.

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

BID BOND, PERFORMANCE AND PAYMENT BOND

The	following Bonds or Performance and Payment Guarantees are required if checked:
	Bid Bond. If checked, a bid bond in the amount of \$, or% of the total offer must be included with the sealed response and shall include project name.
	If checked, in lieu of the bid bond, bidder may file an alternative form of security in the amount of \$ or% of the total offer. Such alternative form of security may be in the form of a money order, a certified check, cashier's check or an irrevocable letter of credit issued to the Lee County Port Authority.
	Payment and Performance Bond. If checked, a performance and payment bond in the amount of 100% of the award amount shall be presented by the successful proposer within ten days of issuance of notice of intent to award.

END OF PART F

FORM 1: PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposals (RFP), which includes scope, requirements for submission, general information and the evaluation and award process.

l acknowledge rec	eipt and incorporation	of the fo	ollowing addenda	a:		
Addendum #	Date:		Addendum #		Date:	
Addendum #	Date:		Addendum#		Date:	
Addendum #	Date:		Addendum #		Date:	
Authority terms an	to provide the serviced conditions herein shall RFP and agree to all	nall take	precedence over	er any con	flicting term	•
further certify that	ormation contained ir I am duly authorized is ready, willing and a	to subm	nit this RFP on b	ehalf of th	e proposer	
connection, discus for the same prod company who is ir	under oath, that thi ssion, or collusion with uct or service. No of nterested in said RFP e and understanding	n any ot ficer, er . And, t	her person, com nployee or ager he undersigned	npany or co nt of the Po executed	orporation s ort Authorit this Propos	submitting a RFF by or of any other ser's Certification
NAME OF BUSIN	NESS		MAILING ADD	DRESS		
AUTHORIZED S	IGNATURE	<u> </u>	CITY, STATE	& ZIP CO	DE	
NAME, TITLE, T	YPED		TELEPHONE	NUMBER	/ FAX NUI	MBER
FEDERAL IDEN	ΓΙFICATION#		EMAIL ADDR	ESS		

FORM 2: LOBBYING AFFIDA	<u>VII</u>		
State of:			
County of:			
			,
venture partner) (president) (pro- its agents have lobbied to obta from the Lee County Board of Committee or employees of the Request for Proposal. The pro-	y (secretary) or poser), maker of the in an award of the Port Commissioned Lee County Port is spective proposer g activities contains	or she is the (sole owner) (general (authorized representative) (cine attached RFP and that neither the Agreement required by this Requers, members of the Airports Special Authority, individually or collectively further states that it has complied versed in 31 U.S.C. 1352 and 49 CFR II	rcle one) of e Proposer nor est for Proposal al Management , regarding this with the federal
	AFF	FIANT	_
The foregoing instrument was	acknowledged bef	fore me on	by
	(name of per	rson, officer or agent, title of officer	or agent), of
		Corporation or partnership, if a	pplicable), a
	_(State of incorpor	ration or partnership, if applicable),	on behalf of
the	(Corporation or	partnership, if applicable). He/She	is personally
known to me or produced		as identification.	
Signature of person taking ackr	nowledgment		
Name typed, printed, or stampe	ed		
(Title or rank)			
(Serial or Commission No.)			

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

FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION

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

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

The Consultant 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 CONTRACTING OFFICER 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	_		
Sworn to and subscribed before me this	day of		, 20
Personally known or produced identified	cation		
(Type of identification)			
Printed typed or stamped commissioned nam	ne of Notary Pu	ıblic	

FORM 4: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to the 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. Statute; 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. Statute (2016) that result in proposer 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 Proposal.

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

	[Signati	ure]
Notary Public		
State of		
County of		
Sworn to and subscribed before me this	day of	, 20, by
	who produced t	the following as identification
(Тур	pe of identification) or is p	personally known to me. My
Commission Expires		
[stamp or seal]		
[Signature of Notary Public]		
Typed or printed namel		

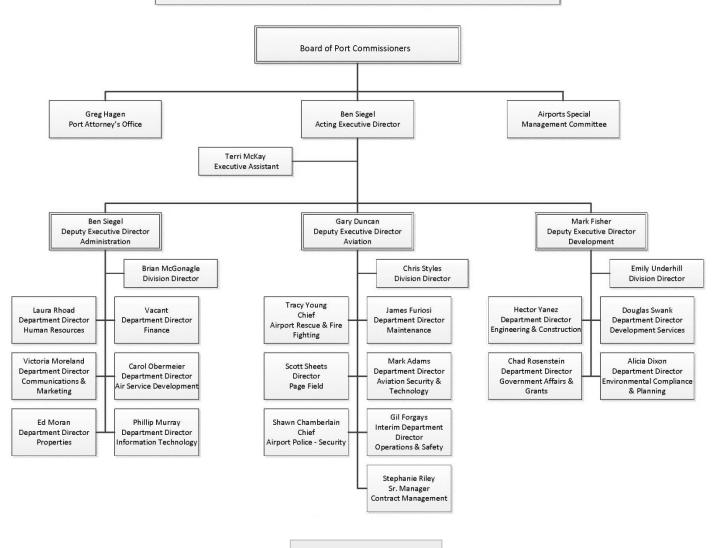
FORM 5: LOCAL PREFERENCE AFFIDAVIT

The proposer submitting a proposal is either (check one)

	A firm whose principal place of business is locate county with a reciprocal Local Vendor Preference a	
	Please identify the firm name and physical address	s below:
		_
		-
		_
	Not a Local Vendor as defined by Lee County Ord County Ordinance No. 08-26, as amended by Lee 16.	
	Printed Name	
	Title	
	Signature	
Nota	tary Public – State of	
Cou	unty of	
Swo	orn to and subscribed before me this day of _	, 20
Pers	rsonally known or produced	identification
Му	Commission Expires	
(Тур	/pe of identification)	
Print	ited, typed or stamped commissioned name of Notary	Public

EXHIBIT "A"

LEE COUNTY PORT AUTHORITY



20 January LCPA

Contract Number	r
Vendor Number	**************************************

LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

EXECUTIVE SEARCH SERVICES FOR AN AIRPORT AUTHORITY EXECUTIVE DIRECTOR

RFP 20-28MMW

THIS AGREEMENT is	entered this	_ day of	, 2020
between the LEE COUNTY I	PORT AUTHORITY, a	a political su	bdivision of the State of
Florida ("Authority") at 11000	Terminal Access Ro	ad, Suite 86	671, Fort Myers, Florida
33913, and	, a	Co	orporation, authorized to
do business in the State of Flo	orida, having a busines	ss address o	f
FEI No.	("Consultant")).	

WITNESSETH:

WHEREAS, Authority desires to obtain the professional services of Consultant to conduct an Executive Director candidate search (the "Project"); and

WHEREAS, Consultant has submitted a Proposal seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process to obtain the professional services described below and has selected Consultant to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1. Consultant shall provide professional services to Authority, as described in Schedule "A", Scope of Services, attached to this Agreement and incorporated herein.
- 2.2. Consultant has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be subject to Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of airport executive search services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

The term of th	nis Agreement	commences	on	the	date	first	written	above	and
continues for a term of	f	months	fror	n tha	at date	∍ (the	: "Expira	ıtion Da	ıte").

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant shall:

- 4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.
- 4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.
- 4.3. Employ and designate a qualified professional to serve as Consultant's project manager ("Project Manager"). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Consultant agrees that the Project Manager

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shall devote whatever time is required to satisfactorily manage all services provided by Consultant under this Agreement. The person selected as Consultant's Project Manager shall be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

- 4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.
- 4.5 Agree to be responsible for the professional quality, timely completion, and the coordination of all services performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such services resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.
- 4.6 Agree that neither review, approval, nor acceptance by Authority of any professional services, work and materials furnished hereunder by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the services, work and materials shall be construed to operate as a waiver of any of the Authority's

rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 5 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

- 5.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by Consultant.
- 5.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

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- 5.3. Provide all criteria and information requested by Consultant as to Authority's requirements for any task, including objectives and constraints, and budgetary limitations.
- 5.4. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any required services.
- 5.5. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 6 - NOTICE TO PROCEED AND TIME FOR COMPLETION OF SERVICES

- 6.1. Consultant shall commence work under this Agreement upon execution of this Agreement and on receipt of Authority's written Notice to Proceed for all or any designated portion of work assigned under this Agreement. All services shall be performed and completed in accordance with the Schedule attached hereto and incorporated by reference as Schedule "C".
- 6.2. If Consultant is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

- 6.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services under this Agreement have not been completed within twenty-four (24) months of the date a Notice to Proceed was issued, Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.
- 6.4. If Consultant fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that Consultant's performance is or will shortly be back on schedule.

ARTICLE 7 - COMPENSATION AND METHOD OF PAYMENT

7.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement as prescribed in Schedule "B", Basis of Compensation,

which is attached hereto and incorporated by reference, and as set forth in this Agreement. Consultant will be compensated on either a lump-sum basis on completion of a particular milestone or over the course of Consultants' services for Work in Progress, based on a monthly statement of services, as follows:

(1) <u>Lump Sum</u> - Upon Authority's acceptance of Consultants' work, Authority will pay Consultant a lump sum as specified in this Agreement.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services.

- Authority's Finance Department each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice shall be itemized to correspond to the basis of compensation as set forth in this Agreement, expressed as a percentage of the total work to be performed under this Agreement. Each invoice shall be accompanied by a monthly progress report specifying the activities of the previous month.
- (3) <u>Not-To-Exceed Fee(s)</u> When all, or any portion, of the Consultant's compensation for performing the services required as set forth in the Scope of Services

authorized thereto, is to be made on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed milestone shall be made on the following basis:

- a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and
- b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable Basis of Charges for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and
- c. With the understanding and agreement that the Authority shall pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount, subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Authority covering all such costs and expenses; and
- d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts shall be subject to the review, acceptance and approval of the Authority; and
- e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor costs for any

such specific task shall not exceed the amount of the total Not-to-Exceed compensation established and agreed.

- (4) <u>Non-Personnel/Reimbursable Expenses</u> Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs".
- Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by issuance of a Notice to Proceed is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Notice to Proceed is issued.
- 7.2 Authority shall issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to the amount of any Consultant's invoice, Authority shall notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority shall withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.

- 7.3 Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.
- 7.4 If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.
- 7.5 If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.
- 7.6 If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Contract Amendment(s); the Consultant shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 8 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to

termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Consultant under this Agreement shall be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.

ARTICLE 10 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 11 - INDEMNIFICATION

11.1. Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents, and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, or anyone utilized by Consultant in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents, or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

Further, Consultant's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in Request for Proposals specifically incorporated by reference as if set forth in full herein.

11.2. With respect to and in consideration for the indemnifications provided by Consultant in paragraph 11.1 above, Authority agrees to pay to Consultant ten percent (10%) of the total compensation paid to Consultant under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 12 - INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Consultant must obtain the insurance coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority's Risk Manager of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval

or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Consultant's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

12.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraphs 12.2.1 through 12.2.4, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Consultant under this Agreement and shall contain the severability of interests provisions.

12.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

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12.2.1. <u>Professional Liability Insurance</u> - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Consultant must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Consultant shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

12.2.2. <u>Commercial General Liability Insurance</u> - Consultant shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Bodily Injury, Property Damage, Broad Form Contractual Liability and XCU Coverages. Limits of coverage shall not be less than the following:

Each Occurrence Personal and Advertising Injury	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Specific Project Aggregate Limits	\$2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide

that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

12.2.3. <u>Automobile Liability Insurance</u> shall be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

If Consultant will be Airside, coverage must be increased to \$5,000,000 Combined

Single Limit.

12.2.4. <u>Worker's Compensation and Employers Liability Insurance</u> shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements
Employer's Liability
Disease Each Employee \$1,000,000
Policy Limit \$1,000,000

12.2.5. Consultant must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Schedule "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Consultant's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an

authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

12.2.6. If Consultant does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 13 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against Consultant.

ARTICLE 14 - TERMINATION OR SUSPENSION

14.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

14.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant's remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 14.3. below.

14.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly

attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

14.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

14.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 15 - TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 16 - SECURING AGREEMENT

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or

secure this Agreement and that Consultant has not paid or agreed to pay any person,

company, corporation, individual or firm, other than a bona fide employee working solely

for Consultant, any fee, commission, percentage, gift or any other consideration

contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and

made a part hereof as Schedule "D". The original Agreement price and any additions

thereto shall be adjusted to exclude any sums by which Authority determines the

Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates

and other factual unit costs.

ARTICLE 17 - NOTICES AND ADDRESS OF RECORD

17.1. All notices required or made under this Agreement to be given by either

party to the other shall be in writing and shall be delivered by hand or by United States

Postal Service, first class mail service, postage prepaid, and addressed to the following

addresses of record:

Lee County Board of Port Commissioners 11000 Terminal Access Road. Suite 8671

Fort Myers, Florida 33913

ATTENTION: Laura Rhoad, Director of Human Resources

[Consultant Name]

[Consultant Address]

ATTENTION:

17.2. Either party may change its address of record by written notice to the other

party given in accordance with requirements of this Article.

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ARTICLE 18 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give Consultant and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

ARTICLE 19 - MISCELLANEOUS

- 19.1. Consultant, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.
- 19.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 19.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.
- 19.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

19.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.

19.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

ARTICLE 20 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify Consultant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of \$25,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 21 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 22 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 23 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 24 - E-VERIFY

Consultant agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

- 24.1. All persons employed by Consultant during the term of this Agreement
- 24.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services under the Agreement.

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

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

Compliance with the terms of this Article 29 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 25 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

- 25.1. <u>Compliance with Regulations</u>. Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- 25.2. <u>FAA Nondiscrimination Clause</u>. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.

- 25.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 25.4. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 25.5. <u>Sanctions for Noncompliance</u>. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such

contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or
 - (b) cancellation, termination, or suspension of the Agreement, in whole or in part.
- 25.6. <u>DBE Policy</u>. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Consultant agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.
- 25.7. <u>Prompt Payment Requirements</u>. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Consultant agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment

Consultant receives from Authority. Consultant agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

25.8. <u>Incorporation of Provisions</u>. Consultant shall include the provisions of paragraphs 25.1. through 25.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 26 - NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as

said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

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

ARTICLE 27 - GENERAL CIVIL RIGHTS CLAUSE

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

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

ARTICLE 28 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

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This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

ATTEST:	PROVIDER
(Witness)	By:
(Witness)	Date:(Corporate Seal)
ATTEST: CLERK OF COURTS LINDA DOGGETT	Authority: LEE COUNTY PORT AUTHORITY, a political subdivision of the State of FL
By: Deputy Clerk	By: Chair or Vice Chair
	Approved as to Form for the Reliance of The Lee County Port Authority Only:
FAA APPROVED:	By: Port Authority Attorney's Office
By:	
FDOT APPROVED:	
By:	24
Draft for Discussion Purposes Only Port Authority Attorney's Office	31

2/12/2020

SCHEDULE "A"

SCOPE OF SERVICES

Consultant must conduct a full service and focused search for qualified candidates for the position of Executive Director.

To carry out this objective, the Authority expects that the Consultant will work in close consultation with the Authority's Human Resources Director pursuant to the direction provided by the Airports Special Management Committee and the Lee County Board of Port Commissioners, as applicable, to:

- Develop a recruitment strategy, process and timetable for completion of the work in consultation with the Authority.
- 2) Develop an accurate and enticing position posting/marketing piece along with a comprehensive occupational and employer profile for the position, with the minimum qualifications, including aviation experience, minimum of 7 to 10 years in a leadership role.
- 3) Source job candidates through a variety of channels including advertising in nationally-recognized publications likely to attract qualified candidates, as well as proactively reaching out to candidates in the marketplace that may not be actively seeking the position.
- 4) Evaluate candidates to develop a pool of diverse potential candidates, and then thoroughly evaluate potential finalists before presenting them for an interview with the Board of Port Commissioners.
 - Such evaluation is expected to include thorough in-depth interviews in person or by video-conferencing, appropriate preliminary inquiries into references and background, and a careful assessment of the candidate(s)' strengths and weaknesses against the position description.
- 5) Advise the Human Resources Department promptly and offer alternative courses of action if it becomes apparent that no qualified candidates can be presented, or the length of the search will differ considerably from that originally specified.



LEE COUNTY PORT AUTHORITY LEE COUNTY, FLORIDA

ADDENDUM #1 ISSUED MARCH 13, 2020

RFP 20-28: Executive Search Services for an Airport Authority Executive Director

Interested parties are officially informed that the above-referenced solicitation is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFB.

Receipt of this addendum must be acknowledged in the proposal submitted.

Item 1. Questions & Responses: The following questions were received on or before the date and time set for receipt of questions or clarification requests.

- Q1. Has the Lee County Port Authority previously retained a search firm?
- A. Yes
- **Q2.** Do you have a current vendor for recruiting services?
- A. We currently do not have a vendor under contract, however, the Authority has used recruiting services in the past.
- **Q3.** When was the position for an Executive Director first posted through the Lee County Port Authority?
- A. This position has not been posted yet.
- Q4. Why is this role vacant?
- A. The contract for the previous executive director was not renewed.
- Q5. How long has this role been vacant?
- A. The position has been vacant since November 7, 2019, however there is an acting executive director currently in place.
- **Q6.** Do you use pre-hire assessments as part of your recruitment process?
- A. Yes, pre-hire assessments are used for some positions.
- **Q7.** Will in-person interviews be conducted at the Lee county Port Authority premises? Is there an option for video-conferencing?
- A. Both. The Authority expects there will be a video-conference interview. The Authority also expects final candidates to participate in in-person interviews on site.
- **Q8.** What is the base salary for the position of Executive Director?
- A. \$200,000 to \$285,000 per year depending on experience and qualifications.



- **Q9.** I'd like to ask if in addition to the medium and large hub airport experience that you consider and include small hub airport experience as well since the high quality recruitment services we offer has and can be performed at varied size airports?
- B. The Authority will consider small hub airport experience as well as medium and large hub experience.

END OF ADDENDUM

Authorized by:

Melissa M. Wendel, CPPO Procurement Manager

<u>Distribution</u> Gregory S. Hagen, Legal Brian McGonagle, Administration



5800 Stanford Ranch Road Suite 410 Rocklin, California 95765 916.630.4900

June 3, 2020

Ms. Melissa Wendel, CPPO Procurement Manager Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913-8899

Via Email: mmwendel@flylcpa.com

Dear Ms. Wendel:

Ralph Andersen & Associates is honored to be invited to present our qualifications to the Airports Special Management Committee in regard to RFP 20-28MMW – Executive Search Services for an Airport Authority Executive Director.

Unfortunately, we are declining the invitation to present due to our current client commitments and recent contract awards for executive search.

We wish the Port Authority the best in their search for a new Airport Authority Executive Director. Sincerely,

Robert J. Burg Robert Burg

Executive Vice President

Committee Review of RFP 20-28 Executive Search Services

ACS FIRM, LLC

Primary Contact: Eric Mercado, CM, ACE ~ Founder

Education: BA in Aviation Management, from Southern Illinois University, Carbondale Experience: Mr. Mercado has his Private Pilot Certificate through the SIUC's Part 141 Aviation Flight Program. He is currently working toward a Master of Business Administration in Human Resource Management from Fitchburg State University. Mr. Mercado is also involved in various organizations including:

Airport Minority Advisory Council (AMAC)

Conference of Minority Transportation Officials (COMTO)

Florida Airport Council (FAC)

Airport Council International-North America (ACI-NA)

National Association of State Aviation Officials (NASAO) and others where he lends his expertise to committees and is a regular speaker on a variety of human capital topics.

Airport Experience

Airport placements:

Richmond International Airport

President & CEO, 2019

Long Beach Airport

Executive Director, 2015 and 2017 (following the recruitment of the prior incumbent)

Denver International Airport

Director of Operations, 2018

Senior Vice President Planning & Design, 2017

<u>Methodology</u>

Provide extensive Communication and Support

Targeted Advertising & Outreach

Experienced Candidate Screening & Preliminary Interviews

Provide Excellent Assessments, Background Checks

Provide comprehensive Final Report & Presentation

Final Interview Coordination & Guidance

Other Services (additional fee)

Timeline

A short list of up to five (5) candidates will be provided in approximately ten (10) weeks

References

Richmond International Airport ~ Jon Mathiasen (retired) CEO

- Placed President & CEO
- 9 on a rating scale 1-10
- "Eric is always accessible. It's a minority owned business. No political game playing..."

Long Beach Airport ~ Cynthia Stafford (former) Deputy Director of HR

- Filled the Airport Director, City of Long Beach in 2017 and 2019
- 9 on a rating scale 1-10
- "Good company, very responsive to needs"

Fees

17% of first year salary, bonus and deferred compensation. Based on salary of \$275,000 the fee would be \$46,750 fee \$9,500 expenses \$56,250 Total

Note: ACS's normal fee is 25% to 30%, given the current state of world affairs and understanding that airports and the aviation industry are one of the hardest hit by COVID19, 17% was offered as an opportunity to assist the Lee County Port Authority and the greater industry as we maneuver through this situation.

Guarantee

There is a 100% 12 months from start date, which has never been utilized.

<u>Overall Proposal</u>

Staff selected ACS #3 best presented, comprehensive proposal. This was a difficult choice as #2 and #3 were very closely rated. The proposal was professionally presented and well written. This is a small boutique firm. *ACS has a 100% successful placement rate*. They also intentionally limit the number of placements to what can be effectively managed.

Committee Review of RFP 20-28 Executive Search Services

ADK Consulting & Executive Search

Primary Contact: Blake Astran, Vice President of Business Operations

Education: BA from University of Florida, JD from Barry University

Experience: Mr. Astran has practiced law in both public and private sectors, he has years of executive recruiting experience focusing on public sector clients in aviation, transportation and local government.

Airport Experience specific to the firm

Numerous medium or large hub airport placements, highlights listed below:

Jacksonville Aviation Authority

President/CEO - 2018

Tampa International Airport

Director of Marketing - 2019

Fort Smith Regional Airport

Airport Director - 2017

Southwest Florida International Airport

Executive Director - 2016

General Aviation Director, Page Field (internal candidate) -2018

Cincinnati/Northern Kentucky International

CFO - 2019

Detroit Metropolitan Wayne County

VP Operations and Maintenance - 2017

Nashville International Airport

Assistant Vice President, Real Estate Development - 2019

Assistant Vice President, Strategic Planning - 2018

Assistant Vice President, Human Resources - 2018

Port Authority of NY/N

Deputy Director Aviation - 2017

Long Beach Airport

Airport Director - 2019

San Antonio International Airport

Director of Airports - 2019

Tulsa International Airport

Airport Director - 2017

Methodology

Phase 1 Position Profile and Understanding of Position Development of high quality Recruiting Brochure Networking and Sourcing - known candidates in the industry and associations (AAAE)

Phase 2 Screening

DiSC assessment

Phase 3 Final Interviews and Negotiations

Timeline

Three (3) to 12 months

References:

Jacksonville Aviation Authority ~ Mark VanLoh, President & CEO

- 10 on a rating scale 1-10
- Provided the search for his current position in Jacksonville
- Placed the Director of HR when he was in Tulsa
- "Provides report and follow-up after placement"

Metropolitan Nashville Airport Authority ~ Doug Kreulen, President & CEO

- 9 on a rating scale 1-10
- Helped to find CFO, AVP Risk Management and AVP Business Development
- "Good company, very responsive to needs"

Spokane International Airport ~ Larry Krauter, President & CEO

- 10 on a rating scale 1-10
- Hired Director of Properties and Contracts and a Senior Project Manager
- "Fantastic group of people they assembled. High degree of knowledge in airport field"

Melbourne International Airport ~ Greg Donovan, Executive Director

- Recruited, screened and tested qualified applicants between 2017 and 2018
- "ADK team is well respected. Many peer airports use them. Screening services provide a tremendous value. Pleased with their work. Attract top talent by using ADK's specialized recruitment and testing. Will use again.

Fees

Total fees and estimated expenses:

\$40,675 professional fee

\$ 4,500 travel

<u>\$ 3,780</u> brochure development, advertising, printing/binding presentations, and background fees \$48,995 Total

Guarantee

Should a candidate leave or be terminated for cause within the first year ADK will conduct a new search at:

No charge if departed in first 4 months

25% of professional fees (only) paid for the initial search within 5 - 8 months

50% of professional fees (only) paid for the initial search within 9-12 months

Overall Proposal:

Staff rated ADK #2 for their highly specific industry expertise. This was a difficult choice as #2 and #3 were closely rated. ADK presented a professional easy to read proposal. ADK has the highest level of experience in the aviation industry. Staff felt that ADK relies on AAAE certification and tends to recruit from that pool. They placed the former executive director at Lee County Port Authority and has struggled with recent customer service challenges.

Committee Review of RFP 20-28 Executive Search Services

Career Works, Inc. dba CMP, Career Management Partners

Primary Contact: Robert Elam ~ Recruiter, Talent Acquisition

Education: Not stated

Experience: Over 20 years of experiences an organizational consultant, prior executive experience in

HR and Recruitment at two Fortune 500 companies

Airport Experience

Dallas Fort Worth International Airport
VP Communications & Marketing, 2019

Methodology

Phase One: Position Specifications Development

Phase Two: Development of search & Recruitment Strategy

Phase Three: Initiate Candidate Search Process

Phase Four: Evaluation/Screening/Qualifying Candidates

Phase Five: Presentation

Phase Six: Candidate/Client Interview Coordination Process

<u>Timeline</u>

Three to five months

References

Dallas Fort Worth International Airport - Ron Duncan, AVP Contract Management

- "In good standing to be awarded a future contract with the airport"
- No additional comments.

City of Fort Worth - Neena Kovuru, Asst Director, HR

- 10 on a rating scale of 1-10
- High morals, very personable, high standards, they don't lie

Fees

CMP Charges 20% of the first-year base. Based on a sample salary of \$275,000 the cost would be \$55,000

Guarantee

There is a one (1) year guarantee.

<u>Overall Proposal</u>

Staff rated CMP #4. Although the firm has over 20 years of experience in the industry, the presentation was in poor format, no tabs or binding. The majority of experience this firm brings has been private sector or city government. They lack aviation industry experience. The methodology wasn't clear and neither was the guarantee.

Committee Review of RFP 20-28 Executive Search Services

KORN-FERRY INTERNATIONAL (NYSE: KFY)

Principal Contact: Michael Bell ~ Senior Client Partner, Civil Aviation Practice

Education: MBA, University of Toronto

Experience: 23 years in profession, led over 1000 searches for aviation and aerospace organizations

around the world in more than 60 countries

Airport Experience

Mr. Bell has numerous medium or large hub airport placements:

Columbus Regional Airport Authority

CEO, 2017

Denver International Airport

CEO and Executive VP, Chief of Staff, 2018

Greater Toronto Airport Authority

CEO, 2019

Gerald R. Ford International Airport

CEO, 2019

Methodology

Discovery

Search

Assessment

Presentation & Appointment

<u>References</u>

Columbus Regional Airport Authority - Joe Nardone, President & CEO

- 10 on a rating scale 1-10
- Hired President of Columbus Airport
- "If you want someone good. They are expensive. Will be using them again for another position."

Rhode Island Airport Corporation ~ Iftikhar Ahmed, CEO

- 10 on a rating scale 1-10
- Hired SVP and various other positions at this level
- "Have relationships in the field they can pull from"

Rhode Island Airport Corporation ~ Joe Savage, Chair

- 10 on a rating scale 1-10
- Hired CEO & President
- · "Very candid and professional, we were extraordinarily happy"
- "Explained Pros and Cons, and provided invaluable advice"

Nationwide Insurance ~ Terrance Williams, former EVP and CMO

- 7 on a rating scale 1-10
- Hired new President & CEO
- "Very impressed with the modeling tool they used. Able to map traits of candidates against what they deemed important for the role. They struggled with outside the industry candidates, instead focused on airport experienced only candidates"

Fees

Option 1: Standard, inclusive fee structure

- 33.33% first year estimated compensation
- Administrative Fees 4% per month of retainer capped at 3 months
- Direct Expenses candidate travel and lodging, consultant travel, video conferencing

Option 2: Fixed Fee for Public Sector Clients

• Mutually agreed upon, all services in the Scope of Services plus the Administrative Fees of 4%, and the Direct Expenses as listed above

Based on a sample salary of \$275,000 the cost would be \$91,657 + expenses plus the 4% monthly administration fee for 3 months.

Guarantee

There is a 100% 12 months from start date if the candidate resigns or is terminated, new search will be conducted with no additional fees only Direct Expenses as incurred.

Overall Proposal

Staff felt this was the #1 best written, most comprehensive, detailed proposal. This was clearly the outstanding proposal, which well exceeded all others. Kory Ferry rated significantly above and beyond the 2nd and 3rd choices. Korn Ferry has an excellent reputation globally and Mr. Bell is highly qualified and well known in the airline industry. They provided a highly personalized and well written proposal. The company has placed numerous candidates at this level and has a strong depth of experience and resources. Staff unanimously agreed overall this was the top rated firm.

Committee Review of RFP 20-28 Executive Search Services

Sunshine Enterprise USA

Primary Contact: Sam Faragalla, Executive Vice President

Education: BA and MA

Experience: Mr. Faragalla has over 15 years of comprehensive HR experience including staffing, recruitment and retention. He has worked in a variety of sectors including union and non-union and Fortune 500 companies. He has worked globally in oil and gas, transportation and civil construction.

<u>Airport Experience</u>

Airport placements:

Tampa International Airport - no position stated

<u>Methodology</u>

Scope of Services
Key Meetings
Advertising
Initial Candidate Screening
Interview Process

Personal interviews

Candidate assessment tools DiSC

Candidate Screening

Reference & Background Screening

Selection Process

Offer Negotiations

Search Closure/Sign-off

Quality Control/Assurance

End-to-End Requisition Lifecycle

Timeline

Two different timelines - unclear

References

Tampa International Airport - Tara Camp, Purchasing Manager and Doug Wycoff, ITS Engineering

- 7 on a rating scale 1-10
- No executive placements, temp to hire in IT
- Did not use them exclusively

Pinellas Suncoast Transit Authority - Trish Collins, Director of Human Resources

- 7.5 on a rating scale 1-10
- Recruited for a project engineer from September 2018 to June 2019
- No additional comments

Middlesex Corporation - Al Aponas, SE President and James Willis, Vice President

- Recruit project executive managers and mid level supervisors, project engineers, construction superintendent
- 8 or 9 on rating scale of 1-10
- "Out to exceed expectations, they will do a great job for you"

Dura-Stress Inc. - Maylin Connors, HR Manager

- Staffed between one and six concrete laborers
- 10 on a rating scale of 1-10
- · Placed concrete laborers, QC technicians and equipment operators
- "They have done a great job and we can count on them on helping us fill our needs"

Fees

Fixed fee of \$65,000 plus not to exceed \$10,000 for expenses

<u>Guarantee</u>

Two different guarantees stated

Overall Proposal

Staff rated Sunshine Enterprises #5. Sunshine Enterprises has been in business for four (4) years. The proposal was poorly written, without tabs or binding, and there were numerous typographical and spelling errors. It was not cohesive or well organized. The placements and types of staffing services provided are not at the executive level. The services and methodology were vague and the firm mainly has private sector experience.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. <u>REQUESTED MOTION/PURPOSE</u>: Request Board rank proposals submitted for RFP 20-12MLW Aviation Fuel Supplier for Base Operations at Page Field.
- 2. FUNDING SOURCE: Acct. UH5120041203.505265, Inv. Purch.
- 3. <u>TERM</u>: To be negotiated. Five (5) to Ten (10) yrs. with or without renewals based on firm selected and incentives proposed.
- 4. <u>WHAT ACTION ACCOMPLISHES</u>: Competitively selects a firm to provide aviation fuel for resale and other aviation related support services for Base Operations at Page Field.

5. <u>CATEGORY</u>: 21. Administrative Agenda

6. ASMC MEETING DATE: 6/16/2020

7. **BoPC MEETING DATE**: 6/25/2020

8. AGENDA:	9. REQUESTOR OF INFORMATION:
CEREMONIAL/PUBLIC PRESENTATION CONSENT	(ALL REQUESTS) NAME Gary Duncan
X ADMINISTRATIVE	DIV. Aviation

10. BACKGROUND:

The Lee County Port Authority requested proposals for the services of a qualified and experienced aviation fuel supplier to provide aviation fuels for resale, aviation fuel delivery trucks for lease, quality control oversight, and line service training, along with national marketing and advertising assistance for Base Operations at Page Field. The selected provider will work with LCPA staff at Base Operations to provide recognized high-quality aviation petroleum products and services to the customers of Page Field and the general aviation community.

The Request for Proposals calls for a minimum five-year contract beginning January 1, 2021, with the provisions to negotiate the term with the selected proposer for up to ten years. The existing aviation fuel supplier contract, currently held by Avfuel, expires December 31, 2020. On February 10, 2020, the Authority advertised Request for Proposals (RFP) 20-12MLW, Aviation Fuel Supplier for Base Operations at Page Field. The advertisement appeared on PublicPurchase.com, and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A non-mandatory pre-proposal meeting was held on February 17, 2020, at Base Operations, Page Field to more specifically discuss the services related to this RFP and to answer any questions from potential proposers. Four (4) proposals were received on March 11, 2020, from the following companies (listed in alphabetical order):

- AEG Fuels
- Avfuel Corporation
- Epic Fuels
- Titan Aviation Fuels

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Gary &. Duncan	Wictoria &. Moreland	X/ <u>A</u>	Brian W. McGonagle	Gregory OS. V Cagen	Benjamin R. Obiegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

A publicly noticed Staff Evaluation Committee Meeting was held on March 24, 2020, to review each proposal, solicit staff comments, and to prepare recommendations for consideration by the Airports Special Management Committee (ASMC).

To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responses to the RFP. At the conclusion of the Staff Evaluation Committee Meeting, staff agreed to recommend the following order of preference for the responding firms:

- 1. Avfuel Corporation
- 2. Titan Aviation Fuels
- 3. Epic Fuels
- 4. AEG Fuels

Staff recommends that the ASMC rank firms in accordance with staff's review and ranking and move the item to the Board for approval. If the Board of Port Commissioners approves of the selection, staff will begin contract negotiations with the top ranked firm, Avfuel Corporation.

However, if the ASMC would like to hear oral presentations prior to their ranking, staff would recommend those be held with the top 3 firms as reviewed and ranked by staff, with presentations to be held at a future ASMC meeting.

Attachments:

- 1. RFP 20-12MLW
- 2. Addendum 1
- 3. Addendum 2
- 4. Addendum 3
- 5. Staff Summaries
- 6. Cost of Fuel Inventory



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

REQUEST FOR PROPOSAL (RFP) 20-12MLW

FOR

AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD

DATED: 2/10/2020

DESIGNATED PURCHASING OFFICE CONTACT

Megan Wilson, Procurement Agent Telephone (239) 590-4558 Email: mlwilslon@flylcpa.com

NON-MANDATORY PRE-SUBMITTAL MEETING: 10:00am, February 17, 2020

INQUIRIES/CLARIFICATION REQUESTS DEADLINE: 5:00pm, March 3, 2020

PROPOSALS DUE: 2:00PM, Wednesday, March 11, 2020

NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of sealed 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).

The following key dates have been established for the pre-submittal meeting, sealed proposal opening, and the deadline for submitting questions and requests for clarification of any information contained within this RFP. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

A pre-submittal meeting has been scheduled for 10:00AM, Monday, February 17 at Base Operations at Page Field, Pacific Seminar Room, 5200, Captain Channing Page Dr, Fort Myers, Florida 33907,

THE PRE-SUBMITTAL MEETING IS NOT MANDATORY; HOWEVER ATTENDANCE IS STRONGLY ENCOURAGED.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions potential responding firms may have about the Request for Proposals.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Proposals.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING

Sealed proposals must be received at the Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than the time and date indicated on the cover page.

DEADLINE FOR CLARIFICATION REQUESTS

Inquires or requests for clarification of any information contained in the RFP must be received no later than the time and date indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the designated contact in the Lee County Port Authority Purchasing Office (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.

PART A INSTRUCTIONS TO PROPOSERS

Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Proposals. In order to receive consideration, proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Part A.

A.01 PUBLIC OPENING OF SEALED PROPOSALS

Sealed proposals will be publically opened at the time and place specified in this Request for Proposals in the presence of Authority officials and immediately upon expiration of the due date and time. Proposers, their authorized agents, and other interested person are invited to attend the public opening.

At the opening the Authority will make public the names of the proposers submitting a proposal and the city and state in which they reside. No review or analysis of the submitted 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 Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.02 DELIVERY OF PROPOSALS

Sealed 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 have their proposal delivered to the location of the public opening on or before the stated time and date. If a proposal is sent by U.S. Mail or other delivery service, the proposer will be responsible for its timely delivery to the opening location. Proposals delayed by mail or delivery service will not be considered, will not be opened at the public proposal opening and arrangements will be made for their return to the proposer at the proposer's request and expense.

A.03 SUBMISSION OF SEALED PROPOSALS

The contents of your sealed proposal package must include:

- One (1) original proposal clearly marked 'Original' and labeled with the proposing firm's name and address, and;
- Eight (8) identical hard copies which clearly identify the proposing firm and are each marked 'Copy', and;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. <u>Do not</u> password protect or otherwise encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of a discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Proposers must submit the complete

proposal in one sealed package clearly marked "RFP 20-12-MLW: AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD" with the return address of your company clearly marked on the outside.

Electronically submitted or faxed proposals will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

A.04 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to release solicitation documents including addenda or award results. Firms may register with Public Purchase at www.publicpurchase.com/gems/register/vendor/register or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the RFP and all related documents may be obtained through the designated Purchasing Office contact indicated on the cover page.

A.05 QUESTION AND CLARIFICATION PERIOD

Each proposer must examine all Requests for Proposals solicitation documents and judge 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 made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Proposals. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby an interpretation, clarification or additional information will be given.

All inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received past the published deadline.

A.06 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Proposals will be made by written addenda. It shall be the responsibility of the proposer, prior to submitting its proposal, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into proposer's submittal.

A.07 PROPOSAL EXPENSES

All costs incurred by proposer(s) in responding to this Request for Proposals and in participating in any interviews/presentations/demonstrations, including travel, shall be borne entirely by the proposer.

A.08 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties is satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the proposer has fully

familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

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 Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted 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 Request for Proposals is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.10 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by written request to the Purchasing Office for any reason and received <u>prior</u> to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened proposal returned to the proposer.

Negligence on the part of the proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn proposal shall not be resubmitted.

A.11 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the proposer, 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 Request for Proposals, such proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.12 JOINT VENTURES

Proposers 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 Section 489.119, prior to the date and time set for the public opening.

A.13 NO LOBBYING

Proposers are hereby placed on notice that the 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 Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer shall 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 Purchasing 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 Committee 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 requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.

All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their proposal 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 HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.14 LOCAL VENDOR PREFERENCE

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

A.15 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a proposer is found to have submitted a false certification under Section 287.135(5) F.S. 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 proposer 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 a proposal under Section 287.135, Florida Statues.

A.16 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal 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, proposers shall 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.17 NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Proposer 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 subconsultants, including procurements of materials and leases of equipment. The successful proposer will not participate directly or indirectly in the discrimination prohibited by the act and applicable regulations, including 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 successful proposer shall comply with pertinent statute 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 successful proposer 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.

contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

A.19 PUBLIC RECORDS:

Proposals made pursuant to this Request for Proposals 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 Florida Statute, Section 119.071. 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 Florida Statute, Section 119.0701, to the extent a successful proposer is performing services on behalf of the Authority, successful proposer must:

- 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. Proposer 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 Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the agreement and following completion of the agreement if the successful Proposer does not transfer the records to the Authority.
- 4) Upon completion of the agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful proposer transfers all public records to the Authority at the completion of the agreement, the successful Proposer shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful proposer keeps any public records, it shall 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.

A.20 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. 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.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to this Request for Proposal shall belong exclusively to the Authority.

Authority does not believe that any of the required information constitutes a Trade Secret. To the extent proposer desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the proposal that are not declared as trade secret. In addition, proposer shall cite, for each trade secret claimed, the Florida statute number that supports the designation. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, proposer shall provide a hard copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, proposer acknowledges and agrees that:

- Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the proposer's request for a trade secret at any time; and,
- 2) the Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) that after notice from the Authority that a public records request has been made for proposer's proposal, the proposer, at its sole expense, shall be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by proposer in response to notice from the Authority shall be taken immediately, but no later than 10 calendar days from the date of notification or proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney's fees and costs) or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.21 GOVERNING LAWS/RULES/REGULATIONS

The successful proposer shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The proposer shall ensure compliance with all 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.22 AGREEMENT

The successful proposer shall be required to enter into an agreement containing the terms and conditions set forth in this Request for Proposals and the successful proposer's proposal where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NONEXCLUSIVITY OF AGREEMENT

By responding to this Request for Proposals any selected proposer 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.24 AVAILABILITY OF PERSONNEL

Personnel described in the proposal must be available to perform the services as described. All personnel shall be considered to be employees or agents of the proposer and not employees or agents of the Authority.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.26 ASSIGNMENT OF AGREEMENT

The successful proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

A.27 FINANCIAL STABILITY

The successful proposer may be required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS

The successful proposer that is awarded an agreement to provide services pursuant to this RFP shall maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records shall 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. These records shall be maintained for five years after the expiration or termination of the agreement and shall be readily available for inspection upon reasonable notice.

A.29 TERMINATION

The agreement between the Authority and the successful proposer 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 successful proposer.

A.30 SECURITY CLEARANCES:

Employees of the successful proposer and any Subcontractors who must work full or part time within the Air Operations Area (AOA) may need to have background checks and meet Airport and federal security guidelines. The Authority will coordinate procedures for successful proposer's employees and/or its subcontractors to obtain security clearance if required.

A.31 PAYMENT TERMS

The accepted or negotiated proposal price for the scope of work to be provided pursuant to any agreement resulting from this Request For Proposals will be paid to the successful proposer within 45 days after receipt of the successful proposers' invoice, as provided in Florida Statue F.S. 218.74.

END OF PART A

PART B PROJECT INFORMATION & SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority ("Authority") invites the submission of Proposals from all interested and qualified parties with demonstrated expertise in supplying Aviation Fuel and related products to Base Operations at Page Field ("FMY"). The purpose of this RFP is to identify the supplier that can offer the highest quality product and support programs at the best monetary value to the Authority. The selected supplier will be required to provide aviation fuel (Jet A and AVGAS 100LL) for purchase and resale, and also offer programs related to those services as specified in this Request for Proposals.

B.02 BACKGROUND INFORMATION ABOUT PAGE FIELD

The Authority operates Base Operations at Page Field (FMY), the Authority's sole fixed base operator (FBO). Page Field is a thriving, award-winning airport that is home to more than 325 aircraft. As the designated reliever airport for RSW, it handled more than 116,000 operations in 2019, and has a regional economic benefit of \$385 million. In fiscal year 2019 FMY sold over 1,300,000 gallons of Jet-A and over 400,000 gallons of Avgas.

The FMY Fuel Farm consists of two (2) 20 thousand-gallon Jet A and one (1) 20 thousand-gallon AVGAS 100LL above ground fuel tanks. Further, the Authority owns and operates a 12 thousand-gallon AVGAS 100LL self-fueler. Taken together, these facilities are referred to below as the "FMY Fuel Farm." All references to FMY Fuel Farm shall include both the above ground tanks and the self-fueler facility. The company chosen to supply fuel will be referred to as "Supplier" below.

Additional information about Page Field is available online at www.flylcpa.com. Information about our fuel service facility may be found at www.baseoperationsFMY.com.

B.03 SCOPE OF SERVICES

The following are the Authority's requirements as they relate to aviation fuels, ancillary products and services necessary to support the operation of a premier level FBO.

FUEL STANDARDS:

- Jet A: Must meet requirements of ASTM (American Society for Testing and Materials) D-1655 (latest revision).
- 2. Avgas 100LL: Must meet the requirements of ASTM D-910 (latest revision).

- 3. Each tanker supplying fuel to the FMY fuel farm must be dedicated to aviation fuel products only and must not carry any other product. Supplier/transporter will only transport like types of fuel to prevent fuel contamination and must provide documentation of pre-delivery testing detailing what was previously contained in the delivery vehicle and method of cleaning.
- 4. Supplier must provide traceability of fuel product shipments, from refinery to the FMY Fuel Farm.
- Supplier must perform and document the following tests before shipments arrive at the FMY fuel farm:
 - a.) Visual
 - b.) Color
 - c.) Bottom sediment and water
 - d.) Temperature
 - e.) API gravity

The Authority may perform any additional tests it deems necessary and reserves the right to reject any delivery it deems unsuitable. The Authority also maintains the right to reject any operator or truck making deliveries.

Supplier to provide filter changeouts and cleaning of system if it is determined that a contaminated load of fuel was received into the FMY fuel farm

- 6. Inspections:
 - a.) Supplier to provide inspection services at no additional cost to the Authority.
 - b.) Supplier must state the proposed frequency of inspections.
 - c.) Items to be inspected must include FMY fuel farm and all refuelers to be used, regardless of ownership. Supplier to provide filters for changeout on all refuelers and fuel farm at least annually or more frequently as mandated by federal or industry regulations.
 - d.) Supplier must provide written documentation of all inspections.
- If the product supplied contains a systems icing inhibitor, then Supplier must provide a written statement disclosing that information.
- 8. Professional Line and Customer Service Training Program:

- a.) Proposals must include a description of an industry associated training and certification program to include live action video or web-based training specific to the following areas: quality assurance (including proper receipt of a transport load of aviation fuel; aviation fuel quality testing procedure.), ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, fuel farm management (including fuel farm maintenance), customer service (including customer service training for specific customer service staff), proper handling of Diesel Exhaust Fluid with aircraft refuelers, and fire safety. Proposals must also describe any on-site or off-site training and frequency of offered training (via contractors and/or salaried employees).
- b.) Include latest revision date of training program.
- c.) Supplier to provide Aircraft ground service & towing guide reference materials.

9. Refueler Lease Program:

Lease Program:

Provide detailed description of lease program including lease rates and delivery dates. Proposal must also include a sample lease agreement as well as detailed information on the items below:

- Supplier must provide relief refuelers, as required, to meet special needs and events at FMY or temporarily replace refuelers that are out of service for mechanical repair. The proposal must discuss the cost for back-up equipment.
- Supplier must provide an option on an annual basis for new replacement refuelers
- Supplier must allow qualified outside contractors and qualified FMY employees to perform necessary maintenance, inspections, etc., on leased refuelers
- Both the supplier and any subcontractor must provide the necessary insurance as outlined in the insurance requirements section of this RFP
- Supplier must submit warranty information on the refuelers with their proposal.

10. Refueler Specifications:

a.) Provide detailed description of refuelers including, but not limited to, capacity, chassis, and engine type.

- b.) Refuelers must be new models, not previously placed in service, with automatic transmissions.
- c.) Supplier may provide an alternate proposal for refurbished refuelers. The proposal must describe the level of refurbishment.
- d.) The approximate fuel capacities of refuelers proposed should, at a minimum, be Avgas 100LL two (2) 1,000-gallon vehicles and Jet A three (3) 3,000-gallon vehicles.
 - Proposals must include details of maintenance and inspections to be provided on refuelers.
 - Include paint and decals.
 - Supplier must demonstrate flexibility to change refueler size as requested by Authority.
 - Each Jet refueler must be equipped with automatic fuel system icing inhibitor dispenser. (If not provided, explain reasons why.)
 - Each Avgas refueler must be equipped with an air compressor, retractable air hose and oil locker.
 - Supplier's refuelers must be equipped with cumulative meter ticket printers. Meters must be calibrated and certified for resale in State of Florida prior to January 1, 2021. Supplier may provide an option for digital electronic register with repeater display.

11. Operational Concept Proposed by Supplier:

- a.) Aviation Fuel Price: Prices must be quoted on a per gallon basis inclusive of transportation cost (including Port of Entry costs and road tolls, regardless of Port of Entry), but exclusive of taxes and other fees. In addition to the fuel price, supplier <u>must</u> provide an itemized list of all applicable taxes and fees.
 - Assured supply <u>must be</u> guaranteed by a contract tendered along with Supplier's proposal.
 - Proposals must identify primary supply point for Jet A delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on February 18, 2020. Include an itemized list of all applicable taxes and fees.
 - Proposals must identify primary supply point for Avgas 100LL delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For

- comparison purposes, quoted price will be that price in effect on February 18, 2020 . Include an itemized list of all applicable taxes and fees.
- Proposals must identify an alternate supply point for Jet A and explain any difference in pricing from primary supply point, if applicable.
- Proposals must identify an alternate supply point for Avgas 100LL and explain any difference in pricing from primary supply point, if applicable.
- Transportation and operational cost increases/decreases from the primary supply points will be passed through with documentation during the term of the contract. Supplier must provide a guaranteed method for notification of changes in operational costs.
- The Authority desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals completely explain their method of pricing and how it is tied to an available price basis (e.g. OPIS, Cost of Crude, Gulf Coast Platts, market price, etc.). Supplier must provide an explanation of its method of determining fuel price, timing of price changes, and method of conveying changes to the Authority. Conveyance of price changes to the Authority must include verification of price basis used and the Port Authority must be able to verify price on each invoice throughout the term of the contract.
- 12. Fuel Delivery: Describe method of ordering fuel, turnaround time for delivery of fuel, and provisions for emergency deliveries of fuel.
- 13. Restrictions: Specify any and all restrictions to be entertained by the Authority.
- 14. Contracts: Provide copies of all potential contracts that Supplier proposes to use to provide services under this RFP. Include at least the following examples: Aviation Aircraft Fuel Service Agreement, Transaction Processing Policy, Aviation Refueler License Agreement, and Premier FBO Agreement, (if applicable).
- 15. Contract Point of Contact: Supplier must provide a single point of contact for all aspects of the agreement.
- 16. Other: Additional information. Provide any additional information that would assist the Authority in evaluating proposals. Additional information may include, but is not limited to supplier incentives.
- 17. Credit Card Processing Program:

- a.) The program proposed must be a nationally recognized online credit card program that integrates with Mosaix AVMAN and QT Pod Siteminder software and processes transactions via internet.
- b.) The system must be capable of electronically processing credit cards with monies returned to the Authority and/or FMY electronically within forty-eight (48) hours. List the credit cards accepted by the Supplier including at least the following: internationally recognized supplier retail credit cards, Master Card, Visa, Avcard, Multi Service Card, American Express, Discover, and U.S. Government DESC Air Cards.
- c.) Supplier must describe all charge back stipulations in Proposal.
- d.) Proposer must identify processing fees associated with various credit card processing methods.
- e.) Proposer must identify credit card reimbursement timing and method of transferring funds to the Authority.

18. Contract Fuel Program

Describe vendor sponsored contract fuel program (if applicable) to include processing fees, reimbursement schedule, and method of transferring funds to the Authority. Explain benefits of participation in contract fuel program.

19. Payment Requirements and Reporting:

- a.) Fuel delivery charges/credits will be kept in a separate account from credit card transaction reimbursement/charge backs (if applicable).
- b.) Supplier shall provide sample copies of all reports and statements with the Proposal.
- c.) Supplier shall describe the preferred method of reimbursement and/or charges (i.e. company check, electronic fund transfer, Purchasing Card, etc.).
- 20. Line of Credit: Supplier must provide adequate line of credit with functional credit terms with or without discount. Proof of the line of credit shall be submitted with the proposal.

21. Brand Identification:

Supplier must indicate availability to provide and install, at no cost to Authority, brand identification to include, but not be limited to, a large sign at Base Operations and a sign at the self-serve fuel facility. Signs must be installed at the beginning of the contract period, and must be equal in size to the existing signs, unless different sign sizes are agreed to by Page Field staff in advance of installation. All signs must be removable on expiration of the contract.

22. Administrative Support:

- a.) Supplier must provide administrative support relative to supplier/FMY relationship.
- b.) Account Manager: Supplier must provide an account manager whose interest and function is aviation and product sales.
- c.) Branded Uniform Program: Supplier must provide a branded uniform program.
- d.) Technical Expertise: Supplier must provide technical expertise and be available twenty-four (24) hours per day seven (7) days a week and have available proprietary laboratory support.
- e.) Supplier Restrictions: Supplier may not impose a retail/wholesaler credit card related discount/rebate program that requires FMY participation or funding. Supplier may not impose retail/wholesale purchase programs requiring FMY participation or funding relating to customer volume discounts.
- f.) Premier FBO Program: If supplier sponsors a Premier FBO Program, describe the Program in the proposal. A premier FBO program is not mandatory to offering a proposal.

23. National Sales Promotion and Advertising Program:

- a.) National Advertising: Identify and outline a continuous annual national sales promotion program. Include a copy of representative advertising and name of publication or trade journals/magazines that will be included in the program. Describe how supplier's marketing program will augment and extend the reach of FMY's marketing program.
- b.) Cooperative Advertising Program: Identify and describe any cooperative advertising programs including a branded uniform program. Include any special project or local advertising cost and support by

- supplier for FMY advertising for promotion of fuel sales. Provide details of how credit is applied and maintained.
- c.) Industry Promotion and Marketing: Describe participation in trade shows, conventions and seminars and how such participation will be accomplished in partnership with FMY.
- d.) Pilot Rewards Program: Identify and describe any pilot rewards/incentive program offered. Explain potential benefits of FMY's participation.

END OF PART B

PART C CONTENT AND ORGANIZATION OF PROPOSAL

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

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Part D, Evaluation of Proposals.

C.01 EVALUATION CRITERIA

The information submitted in response to this Request for Proposal serves as the established evaluation criteria when determining the selection of a successful proposer and award of future work under this Request for Proposals.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this section must be contained within your proposal.

The contents of each proposal shall be <u>separated</u> and <u>arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as <u>listed below</u>, identifying the response to each specific item.</u>

<u>Section 1</u> – <u>Minimum Qualifications</u>

Proposals which do not meet the minimum qualifications below will be deemed nonresponsive. To qualify for consideration, the proposer must present:

Copies of any licensing or certification which is required by law to perform the services set forth in Section B, Project Information & Scope of Services.

Identify the proposer's legal status and legal name that will be on any future executed agreement. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida.

Provide a written statement of assurance of proposer's ability to meet the insurance requirements.

Section 2 – Executive Summary

An executive summary shall be provided that includes a discussion of the client oriented approach, understanding of work to be performed, general statement of experience and qualifications of the key staff, discussion of the organizational structure (including organizational chart identifying names and roles of key personnel to be assigned to this agreement), office location(s) and an understanding of the Authority's goals and objectives.

Proposers 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 Section 489.119, prior to the date and time set for the public opening

The executive summary and organizational chart should not exceed three (3) pages total.

Section 3 - Contract Point of Contact

Provide the name, address and telephone number of one (1) person currently employed by the proposer who will serve as the lead contract point of contact responsible for the timely provision of all services and to whom all communications will be directed. The Contract Point of Contact is defined as the day-to-day proposer representative who will be the primary contact for the Authority and who will possess the authority to make decisions on behalf of the proposer. The Contract Point of Contact will be required to be available on demand throughout the term of the agreement.

Provide the office location and address to which the Contract Point of Contact is assigned and currently working.

Provide a list of any degrees earned by the Contract Point of Contact and name the issuing educational institutions.

Provide the total number of years of experience of the Contract Point of Contact.

Provide employment dates and the number of years employed by the proposer. If applicable, show any prior roles held during the Contract Point of Contact's employment.

Section 4 - Key Personnel

Provide the name, address and telephone number of all key personnel currently employed by the proposer who will have a key role in providing services. Describe each person's respective area of expertise.

Provide the office location and address to which each key personnel indicated is assigned and currently working.

Provide the total number of years of experience of each key personnel employed by the proposer.

Section 5 - Experience of the Proposer

Provide information documenting that the proposer has provided services similar to those required pursuant to the scope of services detailed in this RFP.

Section 6 –Project Approach and Specific Service/Maintenance Plan

Proposers' project approach and specific service and maintenance plan shall be proposed following the format set forth in Part B, Section B.03, Items 1-24.

Be clear and concise, addressing each noted item in the order presented in the RFP (1-24). Provide any supporting documentation that is referenced or which may apply for each section (1-24) as appropriate.

The Proposals shall be detailed to facilitate evaluation. Failure to include this information will detract from the Authority's ability to evaluate the submitted Proposal. The inclusion of any additional information that will assist the Authority in the process of its evaluation of the proposals received is encouraged. The adequacy, depth and clarity of the Proposals received will influence, to a considerable degree, its evaluation. Any Proposal submitted must be complete enough for selection to be made based solely on its content.

Section 7 - Business Ethics Disclosure

Disclose any circumstances where the conduct of the proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority the details of such conflicts shall be stated here. If no conflicts exist that fact should also be stated here.

Section 8 - Term of Contract

Authority has not settled on a contract term for this service, but is considering either a five or ten year term, with or without renewals. Proposals should include a recommended term for the contract and a summary stating the benefits to the Authority if we were to enter into a 10 year contract versus a 5 year contract with the Proposer.

<u>Section 9 – Requested Forms/Certifications/Licenses</u>
Proposer shall provide the completed, executed Forms 1 – 4

END OF PART C

PART D EVALUATION OF PROPOSALS

D.01 PROPOSAL EVALUATION

The Authority's Staff Evaluation Committee shall 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 shall forward all proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the Airports Special Management Committee that includes a suggested order of preference of the firms 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 short-list the proposals. In accordance with this Request for Proposals, Florida Statutes and the Board approved Lee County Port Authority Purchasing 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 proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall 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 Principal listed in the proposal must be the principal speaker.*

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection shall be based on its review and evaluation of letters of 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 shall 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 evaluations, the ASMC shall 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 shall 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 shall 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 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.

D.02 AUTOMATIC DISQUALIFICATION

Proposers shall be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- 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
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes
- Not being registered to do business in the state of Florida prior to submitting a proposal

D.03 RANKING OF PROPOSALS

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the proposer(s) whose proposal 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 proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified proposers to the ASMC and Board of Port Commissioners; and

4) Receive written clarification of a submitted proposal.

D.04 TENATIVE SOLICITATION SCHEDULE

The following tentative schedule is established for this solicitation. If subsequent evaluation such as oral presentations or interviews becomes necessary, the schedule will change. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at https://www.flylcpa.com/legalnotices/. Please refer to the website for latest available information.:

3/11/2020	Proposal Due Date
3/31/2020	Staff Evaluation Committee Meeting
4/21/2020	Airports Special Management Committee (ASMC)
5/19/2020	Airports Special Management Committee (ASMC) If required
6/25/2020	Board of Port Commissioners approval of vendor selection
7/21/2020	ASMC contract review/approval
11/05/2020	Board of Port Commissioners contract approval

END OF PART D

PART E NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

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

E.02 NEGOTIATION

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

E.03 AGREEMENT

Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.

E.04 AWARD

Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E

PART F INSURANCE, INDEMNIFICATION

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

No agreement will be made pursuant to this Request for Proposal until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

Insurance Requirements (Types and Limits)

Commercial General Liability, on an occurrence basis, including products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least \$25 million per occurrence and \$50 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with combined single limits of at least \$2 million per accident, OR \$2 million per accident for bodily injury and \$2 million per accident for property damage.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with limits of at least \$1 million per accident for bodily injury and \$1 million per employee for disease.

Environmental Liability and/or Contractors Pollution Liability and/or Errors & Omissions Liability, applicable to the work being performed, with a limit of not less than \$2 million per claim or occurrence and \$2 million aggregate per policy period of one year.

Additional Insured

Lee County Port Authority shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers

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

Waiver of Subrogation

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

Certificate of Insurance

Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful offerer shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the offer. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. Send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com

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

Policy on Request

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

Change in coverage

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

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful proposer shall indemnify, hold harmless, and defend 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 successful proposer, or anyone performing any act required of the proposer in connection with performance of any contract awarded pursuant to this Request for Proposals.

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

END OF PART F

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. "Lee County Port Authority" is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the Provider, his agents, representatives, and employees; products and completed operations of the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitation(s) on the scope of protection afforded to the Authority, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Provider shall provide the endorsement that evidences Lee County Port Authority is listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Lee County Port Authority," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Provider's insurance coverage shall be primary insurance with respect to the Authority, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the Authority, its officials, employees and volunteers for losses arising from work performed by the Provider for the Authority.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Provider shall furnish the Authority with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Lee County Port Authority, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the Authority, Provider will provide the Authority with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Lee County Port Authority Attn: Risk Manager 11000 Terminal Access Road, Suite 8671 Fort Myers, FL33913-8213

- c. The solicitation number and title shall be listed on each certificate.
- d. Provider shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. Provider agrees that should at any time Provider fail to meet or maintain the required insurance coverage(s) as set forth herein, the Authority may terminate this contract.
- f. The Provider waives all subrogation rights against the Authority, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The Provider has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the Provider's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. The Provider shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Provider shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the Authority has the right to review the Provider's deductible or self-insured retention and to require that it be reduced or eliminated.

- III. Provider understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the Lee County Port Authority, or to others, and the Authority's failure to request evidence of this insurance coverage shall not be construed as a waiver of Provider's obligation to provide and maintain the insurance coverage specified.
- **IV.** The enclosed Hold Harmless Agreement shall be signed by the Provider and shall become a part of the contract.
- V. Provider understands and agrees that the Authority does not waive its immunity and nothing herein shall be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the Authority expressly reserves these rights to the full extent allowed by law.
- **VI.** No award shall be made until the Purchasing Office has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

PROPOSER'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance of this RFP and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Proposer Name:	Date:
Authorized Proposer's Signature:	
Print Name:	
Insurance Agency:	
Agent Name: _	Agent Phone:
Surety Agency:	
Surety Name:	Surety Phone:

Please return this completed and signed statement with your proposal.

FORM 1: PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposals (RFP), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge recei	pt and incorporation	of the	following addenda:	
Addendum #	Date:		Addendum #	Date:
Addendum #	Date:		Addendum #	Date:
Addendum #	Date:		Addendum #	Date:
the Authority terms	and conditions her	rein sha	III take precedence o	for Proposal. I agree that ver any conflicting terms by all conditions of this
knowledge and bel	ief. I further certify t ser as its agent and t	that I a	m duly authorized to	truthful to the best of my submit this proposal on illing and able to perform
agreement, connection submitted of the Port Author undersigned execut	ction, discussion, c ting a RFP for the sa ity or of any other	or collu me pro compa certifica	ision with any othe duct or service. No o iny who is interested tion with full knowled	out prior understanding, er person, company or fficer, employee or agent d in said RFP. And, the lge and understanding of
NAME OF BUSINES	S	<u> </u>	MAILING ADDRESS	
AUTHORIZED SIGN	JATURE		CITY, STATE & ZIP C	ODE
NAME, TITLE, TYPE	D		TELEPHONE NUMBE	R / FAX NUMBER
FEDERAL IDENTIFIC	CATION #		EMAIL ADDRESS	

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 _____ (proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposal from 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 Proposal. The prospective proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14. **AFFIANT** The foregoing instrument was acknowledged before me on by (name of person, officer or agent, title of officer or agent), of (Corporation or partnership, if applicable), a (State of incorporation or partnership, if applicable), on behalf of (Corporation or partnership, if applicable). He/She is personally known to me or produced ______ as identification. Signature of person taking acknowledgment Name typed, printed, or stamped (Title or rank) (Serial or Commission No.)

FORM 2: LOBBYING AFFIDAVIT

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

FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION

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

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

The Consultant 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 CONTRACTING OFFICER 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	
Sworn to and subscribed before me the Personally known or produced in (Type of identification)	dentification
Printed typed or stamped commission	ned name of Notary Public

FORM 4: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to the 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. Statute; 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. Statute (2016) that result in proposer 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 Proposal.

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 PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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		•			
Sworn to and subscribed befo	ore me this day of	, 20, by			
	who produced the follo	owing as identification			
	(Type of identification) or is person	ally known to me. My			
Commission Expires					
[stamp or seal]					
[Signature of Notary Public]					
[Typed or printed name]					

Port Authority Contract No.	
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LEE COUNTY PORT AUTHORITY SERVICE PROVIDER AGREEMENT AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD AIRPORT

RFP 20-12MLW

THIS	AGF	REEM	IENT is ente	ered	this _	d	ay of	Marketine	, 2020, betv	veen	
the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the											
State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort											
Myers, Florida, 33913, and, a, corporation							ition,				
authorized	to	do	business	in	the	State	of	Florida,	("PROVIDER"),	at	
, Federal Identification Number								<u></u> .			

WITNESSETH

WHEREAS, the Authority desires to obtain a qualified aviation fuel supplier to provide aviation fuel and related services to Base Operations at Page Field Airport in Fort Myers, Florida, as described below; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided by the Provider under this Agreement; and,

WHEREAS, the Provider has reviewed the aviation fuel supplier services required under this Agreement; and,

WHEREAS, Provider has submitted a Proposal to provide the requested services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below, and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, the Provider has been selected to provide the services described below as the result of a competitive selection process by Authority that complies with any applicable Florida Statues and the Authority's Purchasing Policy, as approved and put into effect by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out below at length.

2.0 <u>DEFINITIONS</u>

- 2.1 <u>Authority</u> shall mean the Lee County Port Authority and its governing Board of Port Authority Commissioners.
- 2.2 <u>Provider shall mean the individual, firm or entity offering services that it shall</u> be legally obligated, responsible, and liable for providing and performing and any and all

of the services, work and materials, including services and/or the work of sub-contractors, required under this Agreement.

- 2.3 <u>Basic Services</u> shall mean all services, work, materials and all related professional, technical and administrative activities that are necessary to perform and complete the services required by the Scope of Services of this Agreement.
- 2.4 <u>Additional Services</u> shall mean any additional services that the Authority may request from Provider and authorize, in writing, which are not included in the Scope of Services.
- 2.5 <u>Supplemental Agreement</u> shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the Authority.

3.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services required to complete the work set forth in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

4.0 REQUEST FOR PROPOSALS AND PROVIDER'S PROPOSAL - INCORPORATION BY REFERENCE

The terms of the Request for Proposals, and Provider's Proposal received in response, are hereby merged into and incorporated by reference as part of this Agreement. Provider's Proposal shall include any supplementary representations or statements made by the Provider to Authority during the selection process. If there are any conflicts between the terms of this Agreement and the Request for Proposals; or

between this Agreement and Provider's Proposal; the terms of this Agreement will control.

The Parties acknowledge that the representations and information contained in Provider's

Proposal have been relied on by Authority and have resulted in the selection of Provider to provide goods or perform services under this Agreement.

5.0 ADDITIONAL AGREEMENTS

The parties further agree to the terms of the following subsidiary agreements, attached and incorporated herein as Exhibit "B":

Aviation Aircraft Fuel Service Agreement Equipment Lease Program Transaction Processing Policy Aviation Refueler License Agreement Premier FBO Agreement (if applicable)

6.0 <u>TERM</u>

(1)	The term of this Agreement shall	commen	ce on _	,	20_		and
	expire on	_, 20	_, unless	extended,	at t	he	sole
	discretion of the Authority.						

(2) The Authority will have the option of extending this Agreement for a single extension period of two (2) years, subject to Provider's right to reject the extension. The Authority will notify the Provider no later than sixty (60) days before the expiration date of the initial term of its intent to exercise of option to extend the term of this Agreement.

7.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all the basic services and any additional services authorized under this Agreement shall include, but are not limited to the following:

7.1 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

7.2 PERSONNEL

- Qualified Personnel The Provider agrees that when the services to be provided and performed relate to (a) professional service(s) which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all services to be provided under this Agreement.
 - Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.
- (2) <u>District Manager</u> Provider agrees to employ and designate a qualified, licensed professional to serve as Provider's manager ("District Manager") for this Agreement. Provider shall designate its District Manager in writing

within five (5) calendar days after receiving an executed original of this Agreement. Provider's District Manager designation shall be executed by the proper officers of Provider, and shall acknowledge that the District Manager shall have full authority to bind and obligate Provider on all matters arising out of or relating to this Agreement. The District Manager shall serve as a single point of contact for all aspects of this Agreement and must be specifically authorized and responsible to act on behalf of Provider with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Provider agrees that the District Manager shall devote whatever time is required to satisfactorily manage all services provided by Provider under this Agreement. Provider further agrees not to change its designated District Manager, or the location or duties assigned to the District Manager, without prior written consent of Authority.

Provider further agrees to promptly remove and replace the District Manager, or any other personnel employed or retained by Provider, or any subcontractor or any personnel of any such subcontractor engaged by Provider to provide services under this Agreement within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

7.3 STANDARDS OF SERVICE

The Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

7.4 ADDITIONAL SERVICES

If Authority requests the Provider to provide and perform services under this Agreement that are not set forth in Exhibit "A", the Provider agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms and provisions as set forth in this Agreement and any Amendment(s) to this Agreement.

Additional services shall be administered and executed as Supplemental Task Authorizations under the Agreement. The Provider shall not provide or perform, nor shall the Authority incur or accept any obligation to compensate the Provider for any additional services, unless a written Supplemental Task Authorization has been executed by the parties.

Each Supplemental Task Authorization shall set forth a description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the additional services.

7.5 <u>INDEMNIFICATION</u>

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Authority and Lee County, Florida and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the performance of Provider's services under this Agreement or the errors, omissions, and/or negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person used by Provider to perform services under this Agreement, regardless of whether or not caused in part by a party indemnified hereunder.

8.0 AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1 Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Project Manager"). The Project Manager shall have exclusive authority to execute Task Authorizations, and any modifications or changes to Provider's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Task Authorization. The Project Manager shall have authority to transmit instructions, receive information, and to interpret and define Authority's policies and decisions with respect to Provider's services under this Agreement. The Project Manager shall review and make appropriate recommendations on all requests submitted by Provider for payment for services.

- 8.2 The Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Provider hereunder; (2) the time Provider is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Provider.
- 8.3 Provide all criteria and information requested by Provider as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and budgetary limitations.
- 8.4 Upon request from Provider, make available to Provider all available information in Authority's possession pertinent to the services required by this Agreement.
- 8.5 Arrange access, in accord with Authority's security regulations, for Provider to enter any project site to perform services. Provider acknowledges that Authority may provide such access during times that are not the Provider's normal business hours.
- 8.6 Notify Provider of any defects or deficiencies in services rendered by Provider.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 BASIC SERVICES

Authority will pay Provider for all requested and authorized basic services completed in accordance with the requirements, provisions, and/or terms of this Agreement.

9.2 <u>METHOD OF PAYMENT</u>

(1) FUEL INVOICES

Provider shall submit an invoice, in a form acceptable to the Authority, with each fuel delivery. If the fuel is accepted, Authority shall make payment as set out below.

(2) MONTHLY FUEL TRUCK RENTAL INVOICES

The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month for each fuel truck rented. Fuel truck rentals shall be payable monthly in advance, billed or the first day of the month.

(3) PARTS INVOICES

Provider may submit invoices for parts purchases separately based on an open purchase order system.

(4) <u>INVOICE FORM</u>

All invoices must be submitted to Base Operations at Page Field, with a copy to the Manager's Office. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the goods and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(5) PAYMENT SCHEDULE

Except for fuel invoices, which shall be paid within ten (10) days of receipt, the Authority shall issue payment to the Provider within forty-five (45) calendar days after receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within forty-five (45) days of receipt of the invoice. If such objection or exception remains unresolved at the end of the forty-five (45) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

9.3 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE AUTHORITY

In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Provider for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Provider in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

9.4 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the Authority suspends the Provider's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Provider for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.5 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES

In the event the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Provider shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement.

11.0 PUBLIC RECORDS

Provider must comply with the public records requirements of Section 119.0701, Florida Statutes (2013), and specifically agrees to:

- (1) Keep and maintain all public records that are ordinarily and necessarily kept by Authority in order to perform the services under this Agreement.
- (2) Provide the public with access to all public records on the same terms and conditions that Authority would provide those records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) <u>Airport Security Plans</u> - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

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

- (2) <u>Building Plans</u> Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
- (3) <u>Airport Security Systems</u> Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or

leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

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

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

Provider further agrees to retain and transfer to Authority, at no cost, all public records in its possession on conclusion of the services provided under this Agreement or termination of this Agreement. Provider further agrees to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Authority in a format that is compatible with the information technology systems of the Authority. Provider's

failure to comply with any public records request shall be considered a breach of this Agreement.

12. PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 12.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 12.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 12.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS.

13.0 AIRPORT SECURITY REQUIREMENTS

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

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

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

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

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. If Provider fails to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) or such other fee as the Board of Port Commissioners shall establish from time to time during the term of this Agreement, by the annual adoption of Rates and Fees for Page Field, for each identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

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14.0 ASSIGNMENT, TRANSFER AND SUB-CONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. Nor shall Provider subcontract any of its service obligations to third parties without prior written approval of the Authority, except that Provider shall have the right to employ contract fuel haulers to supply fuel to Authority as needed, without violating the prohibition against subcontracting services under this Agreement.

15.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors or assigns.

16.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. program or the requirements of 49 CFR Part 26.

17.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE)

The Provider or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate.

18.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

19.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to Authority, on a timely basis, if required by Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. These Certificates and policies shall contain provisions that advance written notice by registered or certified mail shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of Provider shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to this Project and shall include a waiver of subrogation in favor of Authority on all policies including general liability, auto liability and the workers' compensation policy.

The acceptance by Authority of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

No work shall commence under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

Provider must also ensure that any representative or subcontractor comply with the insurance requirements set out in this Agreement.

19.1. INSURANCE REQUIRED

Before starting and until acceptance of the work by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 19.2.1 through 19.2.4, inclusive below. Provider shall grant Authority access to the actual policy limits maintained for each coverage regardless of the minimum coverage limits

required below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

19.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

19.2.1. Commercial General Liability Insurance on an occurrence basis shall be maintained by Provider. Coverage shall also include, but not be limited to, Bodily Injury, Independent Contractors, Property Damage including Products and Completed Operations, and Personal and Advertising Injury Coverages. If Provider provides any construction work, it must also include Products and Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

Per Occurrence

\$25,000,000

General Aggregate

\$50,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

19.2.2. <u>Business Automobile Liability Insurance</u> shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury Combined Single Limit \$2,000,000 per accident

Or

Bodily Injury \$2,000,000 per accident Property Damage \$2,000,000 per accident

The Auto Liability policy must be endorsed with ISO for CA 9948-Pollution Liability for Covered Autos and include automobile pollution coverage MCS90.

19.2.3. <u>Environmental Liability and/or Contractors Pollution Liability and/or Errors & Omissions Liability</u> applicable to the work being performed, with a limit of not less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one (1) year.

19.2.4. <u>Worker's Compensation and Employers Liability Insurance</u> shall be maintained by Provider during the term of this Agreement for all employees engaged in work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Employer's Liability

Bodily Injury

\$1,000,000 per accident

Disease

\$1,000,000

Worker's Compensation

Florida Statutory Requirements

The insurance company shall waive its Rights of Subrogation against Authority.

19.2.5. <u>Certificates of Insurance</u> - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and certified, true copies of the renewal policies, if requested by Authority, shall be furnished them thirty (30) days prior to the date of expiration.

19.2.6. Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

20.0 SOVEREIGN IMMUNITY

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

21.0 DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

22.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

23.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs,

invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The Authority and its authorized agents shall, with reasonable prior notice, has the right to audit, inspect and copy all such records and documentation as often as the Authority deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider and at the expense of the Authority.

24.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

25.0 APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

26.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

27.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

28.0 COVENANTS AGAINST DISCRIMINATION

- 28.1 <u>DBE Policy</u>. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.
- 28.2 <u>Prompt Payment Requirements</u>. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within forty-five (45) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

28.3 <u>Incorporation of Provisions</u>. Provider shall include the provisions of paragraphs 28.1 through 28.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

29.0 <u>E-VERIFY</u>

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 29.1. All persons employed by Provider during the term of this Agreement
- 29.2. All persons, including subcontractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each subcontractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S.

Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subcontractor or subcontractor during the term of this Agreement.

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

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

30.0 <u>HEADINGS</u>

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

31.0 NOTICES AND ADDRESSES

31.1 NOTICES BY PROVIDER TO AUTHORITY

All notices required and/or made pursuant to this Agreement to be given to the Provider to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY 11000 Terminal Access Road, Suite 8671

Fort Myers, FL 33913

Attention: Airport Executive Director

31.2 NOTICES BY AUTHORITY TO PROVIDER

All notices required and/or made pursuant to this Agreement to be given by the Authority to the Provider shall be made in writing and shall be given by the United States Postal Service, to the following Provider's address of record:

31.3 CHANGE OF ADDRESS

Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

32.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

The Provider may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or not accept, the termination request submitted by the Provider, and no such termination request submitted by the Provider shall become effective until Provider is notified, in writing, by the Authority of its acceptance. If the Provider is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit

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of its creditors; if a trustee or receiver is appointed for the Provider or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the directions of the Authority's designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the Authority may, without prejudice to any other right or remedy, and after giving the Provider written notice, terminate this Agreement.

33.0 TERMINATION UNDER SECTION 287.135 F.S. (2011)

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under Section 287.135(5) F. S. (2011) or has been placed on either the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135 F. S. (2011).

34.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

35.0 AMENDMENTS

The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the

requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

36.0 MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) or Supplemental Task Authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or Supplemental Task Authorization(s), the latest executed Amendment(s) or Supplemental Task Authorization(s) shall take precedence.

37.0 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST: LINDA DOGGETT Clerk of the Circuit Court	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA
By: Deputy Clerk	By: Chair or Vice Chair
	Approved as to Form for the Reliance of the Lee County Port Authority Only:
	By: Port Authority Attorney's Office

Signed, Sealed and Delivered in the presence of:	PROVIDER
Witness	Authorized Signature for Provider
Witness	By: Printed Name
SEAL	Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider must furnish aviation fuel (Jet A and Avgas 100LL) for purchase and resale and related services as necessary to support a premier level FBO at Base Operations at Page Field Airport in Fort Myers, Florida. Aviation fuel must meet the following minimum requirements:

- 1. Jet A ASTM (American Society for Testing and Materials) D-1655 (latest revision).
- 2. Avgas 100LL ASTM D-910 (latest revision).
- 3. Each tanker supplying fuel to the FMY Fuel Farm must be dedicated to aviation fuel products only and shall not carry any other product. Supplier/transporter will only transport like types of fuel to prevent fuel contamination and will provide documentation of predelivery testing detailing what was previously contained in the delivery vehicle and the method of cleaning.
- 4. Provider must provide traceability of fuel product shipments, from refinery to the FMY Fuel Farm.
- 5. Provider must perform and document the following tests before shipments arrive at the FMY Fuel Farm:
 - a) Visual
 - b) Color
 - c) Bottom sediment and water
 - d) Temperature
 - e) API gravity

The Authority may perform any additional tests it deems necessary and reserves the right to reject any delivery it deems unsuitable. The Authority also maintains the right to reject any operator or truck that is making deliveries.

- 6. Inspections:
 - a) Provider must to provide inspection services at no additional cost to the Authority.

- b) Provider must state the proposed frequency of inspections.
- c) Items to be inspected must include Provider's fuel farm and all refuelers to be used regardless of ownership.
- d) Provider must provide written documentation of all inspections.
- 7. Provider must provide a statement that all product contains systems icing inhibitor, if applicable.
- 8. Provider must offer a Professional Line Service and Customer Service Training Program:
 - a) Provider must offer a program that includes a description of industry associated training to include live action video or web-based training specific to the following areas: quality assurance including proper receipt of a transport load of aviation fuel, and aviation fuel quality testing, ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, fuel farm management (including fuel farm maintenance), customer service (including customer service training for specific customer service staff), proper handling of DEF with aircraft refuelers, and fire safety. The program should also describe any on-site training (via contractors and/or salaried employees).
 - b) Frequency of Training.
 - c) Quality Control Manuals that are current and have been completely revised within the last two (2) years.
 - d) Aircraft ground service & towing guide reference materials.
- 9. Refueler Lease Program:

Provide a detailed description of lease program, including lease rates and delivery dates. Proposal must also include a sample, as well as detailed information on the below items:

a) Provider must provide relief refuelers, as required, to meet special needs and events at FMY or temporarily replace refuelers out of service for mechanical repair. The proposal must discuss cost for back-up equipment.

- b) Provider must provide an option on an annual basis for new replacement refuelers.
- c) Provider must allow qualified outside contractors and qualified FMY employees to perform necessary maintenance, inspections, etc., on leased refuelers.
- d) Both the supplier and any subcontractor must provide the necessary insurance as outlined in the insurance requirement section of this Agreement.

10. Refueler Specifications:

- a) Provide detailed description of refuelers including, but not limited to, capacity, chassis, and engine type.
- b) Refuelers must be new models, not previously placed in service, with automatic transmissions.
- c) Provider may provide an alternate proposal for refurbished refuelers.

 Must describe the level of refurbishment.
- d) The approximate fuel capacities of refuelers proposed should, at a minimum, be Avgas 100LL two (2) 1,200-gallon vehicles and Jet A three (3) 3,000-gallon vehicles.
 - Detail of maintenance and inspections to be provided on refuelers.
 - Include paint and decals.
 - Provider must demonstrate flexibility to change refueler size.
 - Each Jet refueler must be equipped with automatic fuel system icing inhibitor dispensers. (If not provided, explain reasons why.)
 - Each Avgas refueler must be equipped with an air compressor, retractable air hose and oil locker.
 - Provider's refuelers shall be equipped with cumulative meter ticket printers. Meters shall be calibrated and certified for resale

in the State of Florida prior to January 1, 2021. Provider may provide option for digital electronic register with repeater display.

12. Inventory Management System

- a) Provider must provide a total fuel inventory tracking and management system (hardware and software) that tracks inventory from receipt at the fuel farm to customer invoicing. The system should be capable of and include the following:
 - i) Track inventory received into fuel farm.
 - ii) Track inventory loaded into each refueler.
 - iii) Capability for each Jet-A refueler to monitor for correct injected additive quantities and shutdown the fueling operation should injected additive quantities fall out of tolerance.
 - iv) Wirelessly communicate refueler transactions to existing point-of-sale and accounting software program (Total FBO) for seamless, ticketless customer invoicing and credit card transactions at the truck.
 - v) Capability to provide detailed fuel variance reports.
 - vi) On-site start-up and training.

EXHIBIT "B"



Purchasing Office 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913 Direct Line: (239) 590-4558 mlwilson@flylcpa.com

Posted Date: February 13, 2020

Solicitation No.: 20-12MLW

Solicitation Name: Aviation Fuel Supplier for Base Operations at Page Field

Subject: Addendum Number 1

Proposers not able to attend the Non-Mandatory, Pre-Bid Meeting, on February 17, 2020 at 10:00AM (Eastern Standard Time) will have the option to join via conference call. Please see below for detailed information.

Call in number:

+1 443-671-2888 PIN: 480 910 364#

Reminder: Submittals are due: Wednesday, March 11, 2020, prior to 2:00 PM (local time), 11000 Terminal Access Road, Third Floor Suite 8671, Fort Myers, FL 33913-8899

PROPOSER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS REMAIN THE SAME.

Melissa Wendel, CPPO Procurement Manager

Lee County Port Authority

cc: Gregory Hagen, Port Authority Attorney Scott Sheets, Department Director Megan Wilson, Purchasing Agent



Purchasing Office 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913 Direct Line: (239) 590-4558 mlwilson@flylcpa.com

Posted Date: February 21, 2020

Addendum No. 2 - RFP 20-12MLW, Aviation Fuel Supplier for Base Operations at Page Field

1. What are your current payment terms for your fuel invoices with your current fuel supplier? The current payment terms are Net 10 for fuel and Net 45 for all other services. Answer

Of the 1.3 million gallons of jet fuel, what is the volume of your contract fuel and who is 2. the largest customer?

873,762 gallons of the 1.3 million gallons of jet fuel is contract fuel. The largest consumer of Answer contract fuel is NetJets.

3. Do you purchase straight jet or jet with additive from your current supplier? Straight jet with uo additive. Answer

4. Who are your current fuel transport carriers and do they perform all of the requirements for the test listed on page 12 item, number 5 prior to delivery to the airport?

Current fuel transport carrier is Stardust Transportation. The requirements listed on page Answer 12, item 5 will apply to any resulting agreement.

5. Does your line service personnel also perform the above (item 4) prior to authorizing off loading fuel into your tanks?

Yes. Answer

> 6. What are your current fuel truck lease payments from your current supplier?

Answer Avgas: \$150.00/month (2-1,000 gallon);

Jet A: \$500.00/month (2 -3,000 gallon); and, Jet A: \$1,600.00/month (1-3,000 gallon).

7. What is your current fee for Avcard?

2.75% Answer

Proposals are due Wednesday, March 11, 2020 prior to 2:00 p.m. Proposer is required to acknowledge this addendum when submitting a proposal. Failure to do so may result in the proposal being considered non-responsive. All other terms and conditions of the solicitation documents remain the same.

Melissa Wendel, CPPO Procurement Manager

cc: Gregory Hagen, Port Authority Attorney Scott Sheets, Department Director, Page Field Jonathan Buff, General Manager, Page Field Megan Wilson, Purchasing Agent



Purchasing Office 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913 Direct Line: (239) 590-4558

mlwilson@flylcpa.com

Posted Date: 03/02/2020

Addendum No. 3- RFP Aviation Fuel Supplier for Base Operations at Page Field

1. Will you please provide information on the filters that are changed annually? (type, manufacturer, size and quantity) for the following:

Two 20K tanks for Jet- A One 20K tank for Avgas

One 12K Avgas tank – self-serve fueling system.

Answer:

Two 20K tanks for Jet- A -(4) Velcon I633C5TB
One 20K tank for Avgas - (4) Velcon I63383TB
One 12K Avgas tank – self-serve fueling system- (4) Aquacon ACO 61401P

2. How many line service employees do you have?

Answer:

There are 12 full time and 1 part time line service employees.

3. What size sign panels are in your large pole sign and what type and size sign is at the self-serve facility? Will just the panels need replaced or does the entire pole and cabinet also need to be replaced?

Answer:

The panel for the Base Ops sign is 11X8. The panel for the self-serve sign is 11x8. The sign panels will need to be replaced, not the entire pole and cabinet.

4. What is the breakdown (by gallons) by customer for contract fuel on an annual basis?

Answer:

This information is not relevant to preparing a proposal in accordance with the Request for Proposals.

5. What software are you currently using for credit card processing?

Answer:

Mosaix Avman

6. What is the breakdown by credit card type used for retail purchases of Jet-A and Avgas.

Answer:

The approximate breakdown is Visa- 34%, American Express- 22%, MasterCard- 19%, AVCard- 17%, MultiService- 6%, Air Card- 1%, and Discover- 1%.

7. Regarding Part B section 17a), are you open to change to a widely used FBO software program that is not Mosaix AVMAN?

Answer:

No, the Authority recently implemented use of the Mosaix Avman software. The resources and staff time invested in implementation and is pleased with the results. The company and staff time it took to implement this system was a long tedious process. Implementing a new FBO system is not something we are looking into right now.

8. A-31 – Please clarify this section? Typically payment terms for fuel is net 10 days from invoice. Can you clarify the purpose of this paragraph?

Answer:

The intent of this paragraph is to inform proposers that the Authority will make payment up to 45 days from the date of receipt of an acceptable invoice. The Authority has the ability to expedite payment through use of ACH transfer.

9. B-03.6C – Please clarify this section. Does the supplier have to supply filters to buyer or can supplier provide a list of vendors and specific filters buyer can purchase? Which party pays for the filters?

Answer:

The Supplier will supply and pay for the filters.

10. B-03.17A – If supplier does not have AvMan as an authorized credit card processing platform but does have other nationally known processing platforms, does that disqualify supplier?

Answer:

Part B03 sets forth requirements for aviation fuel standards and ancillary products and services necessary to support operations. Item 17, Credit Card Processing Program, section a. states "The program proposed must be a nationally recognized online credit card program that integrates with Mosaix AVMAN and QT Pod Siteminder software and processes transactions via internet."

11. Would it be possible to confirm (B-03.17A) if the AvMan processing platform is a required component of this RFP?

Answer:

Yes. See B.03.17.a. which states: The program proposed must be a nationally recognized online credit card program that integrates with Mosaix AVMAN and QT Pod Siteminder software and processes transactions via internet.

12. What we need to know is can we submit a Branded Dealer Supply Agreement thru P66 and will you allow any redline contract changes on our letterhead or will that need to come from your end?

Answer:

See B.03.14 which states "Contracts. Provide copies of all potential contracts that Supplier proposers to use to provide services under this RFP. Include at least the following examples: Aviation Aircraft Fuel Services Agreement, Transaction Processing Policy, Aviation Refueler License Agreement and Premier FBO Agreement (if applicable)."

Submittals are due: Wednesday, March 11, 2020 2020, prior to 2:00 PM (local time), 11000 Terminal Access Road, Third Floor Suite 8671, Fort Myers, FL 33913-8899

PROPOSER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS REMAIN THE SAME.

Melissa Wendel, CPPO
Procurement Manager
Lee County Port Authority

cc: Gregory Hagen, Port Authority Attorney Scott Sheets, Department Director, Page Field Jonathan Buff, General Manager, Page Field Megan Wilson, Purchasing Agent

AEG

- 1) Minimum Qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Headquartered in Miami for 25 years
 - b) Offers branded and unbranded solutions for FBOs.
 - c) Speaks to customizing supply and branding solutions
- 3) Point of Contact Josh Boilard
 - a) With AEG since August of 2018
 - b) Previous experience as FBO manager at two locations since 2004
- 4) Key Personnel
 - a) Identified all key personnel with sufficient experience in aviation fuels
- **5)** Experience
 - a) Lists four FBOs as references only two of which are branded
- **6)** Project Approach
 - a) Does not address contaminated fuel deliveries
 - Reduced cost for National Air Transportation Association line service and customer service training
 - c) Does not address providing ground service and towing guides
 - d) Does not address allowing outside or staff maintenance on leased fuel trucks
 - e) Fuel trucks offered are "like new"
 - f) Offers quarterly inspections and service on all leased fuel trucks
 - g) Does not describe credit card chargebacks
 - h) Offers no incentive for 10 year vs. 5 year term
 - i) Offers \$10,000 in annual cooperative advertising
- 7) Overall Proposal Staff felt this was the #4 proposal based on the following:
 - a) Proposal lacked some requested detail and it was hard to search for relevant information
 - b) Unable to determine amount and depth of experience with branded FBOs
 - c) Proposal included many PowerPoint slides with limited explanation of programs specific to Base Operations
 - d) Most costly of all proposals

Avfuel

- 1) Minimum Qualifications
 - a) Meets minimum qualifications
- **2)** Executive Summary
 - a) Over 650 Avfuel branded FBOs
 - b) Very detailed approach and oriented towards Base Operations
- 3) Point of Contact Tom Owen
 - a) 15 years of aviation experience 13 years with Avfuel in same capacity
- 4) Key Personnel
 - a) Identified all key personnel with extensive years of experience and long tenure with Avfuel
- **5)** Experience of Proposer
 - a) 45 years solely dedicated to aviation
 - b) Provides three branded FBOs as references
- **6)** Project Approach
 - a) Free training for line service and customer service agents
 - b) Only provider to offer option of refurbished fuel trucks
 - c) All fuel trucks (new and refurbished) to be equipped with Total Control Systems electronic meters (approx. \$3,500 value per truck)
 - d) Third best pricing on new leased fuel trucks and zero cost to Base Operations of refurbished fuel trucks for term of contract
 - e) Offers to pay for Total Control Systems software
 - f) Offers to hold all contract fuel costs
 - g) Discounted rate for TraqPak flight tracking software (annual savings of \$3,540)
 - h) Detailed marketing plan for Base Operations
 - i) Industry's most recognized pilot rewards program Avtrip
 - j) Offers 500,000 paid Avtrip points on 5 year and 1,000,000 on 10 year contract (value of \$5,000 and \$10,000 respectively)
 - k) Best Avgas pricing of all proposals
 - Offers to pay for booth at the National Business Aviation Association Business Aviation
 Conference and Exhibition or Schedulers and Dispatchers Conference for 3 out of 5 years or 7
 out of 10 years (approx. \$8,000/yr. value)
- 7) Overall proposal Staff felt this was the #1 proposal based on the following:
 - a) Detailed and easy to read proposal
 - b) Best overall pricing (fuel/fuel truck lease/credit card processing)
 - c) Best Avgas pricing (Avgas customers are more price sensitive)
 - d) Best marketing proposal
 - e) Strong additional incentives
 - f) Incumbent provider since 2008 with an exemplary track record

Epic

- 1) Minimum Qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Provided adequate executive summary
- 3) Point of Contact Don Moss
 - a) With Epic for past eight years with 30 years total experience in petroleum industry
- 4) Key Personnel
 - a) Key personnel identified had sufficient experience, however did not identify a dedicated quality control employee
- 5) Experience
 - a) Depth of experience in branded FBOs
 - b) Provided four references
- 6) Project Approach
 - a) Free National Air Transportation Association training for all line service agents
 - b) Vaguely addresses loaner fuel trucks
 - c) Offers Total Control Systems electronic meters on fuel trucks (approx. value \$3,500/ea.)
 - d) Lowest Jet A price and second highest Avgas price
 - e) \$10,000 in annual marketing funds and additional \$2,500 in sponsorship funds
 - f) Offers to hold all contract fuel costs
- 7) Overall Proposal Staff felt this was the #3 overall proposal based on the following:
 - a) Second most costly proposal (fuel/fuel truck lease/credit card processing

Titan

- 1) Minimum qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Very good and detailed executive summary
- 3) Point of Contact Byron Gray
 - a) Matthew Cowan identified as point of contact later in proposal
- 4) Key Personnel
 - a) Key personnel identified. Most requested information on key personnel appears in Section 3 Point of Contact
- 5) Experience
 - a) Sufficient experience with extensive branding exposure in Florida
- 6) Project Approach
 - a) National Air Transportation Association training at no cost
 - b) Did not address whether our maintenance staff would be allowed to work on fuel trucks as requested
 - c) No charge for fuel trucks
 - d) Provides quarterly inspections and all maintenance for fuel trucks
 - e) Option for electronic meters unclear who pays
 - f) Fuel pricing methodology did not follow requested format
 - g) Complimentary booth space at National Business Aviation Association Business Aviation Conference and Exhibition and Schedulers and Dispatchers Conference annually (approx. \$11,200 value)
 - h) \$10,000 annually in marketing
 - i) \$13,000 annually for uniforms
 - j) Cost for pilot rewards program not identified
- 7) Overall proposal Staff felt this was the #2 overall proposal based on the following:
 - a) Strong overall proposal, although choppy and had to search for certain information, with nice incentives for marketing and trade show participation
 - b) Zero cost for leased fuel trucks
 - c) Second least costly proposal (fuel/fuel truck lease/credit card processing)

Cost of Fuel Inventory

al /
el/yr.
\$2,322,894.16
\$1,135,662.65
\$3,458,556.81
\$17,292,784.05

Quoted prices from all Proposers are based on a methodology that is inclusive of all Proposer fees and transportations costs. Market pricing for determining the quoted price from all Proposers is based upon those prices in effect on February 18, 2020.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- 1. REQUESTED MOTION/PURPOSE: Request Airport Special Management Committee consider an oral presentation from the single, qualified, proposing On-Demand Taxicab firm, MBA Airport Transportation, LLC or waive the presentation and recommend Board authorize staff to begin negotiations to provide on-demand taxicab concession services at Southwest Florida International Airport. In addition, request extending MBA's existing contract on a month-to-month basis until a new contract becomes effective.
- 2. FUNDING SOURCE: N/A
- 3. TERM: 3 yrs. with one (1) two-year renewal option
- 4. WHAT ACTION ACCOMPLISHES: Allows for an oral presentation from the single, proposing On-Demand Taxicab firm, and consideration of a recommendation to Board to allow staff to commence negotiations and extends the existing contract on a month-to-month basis with MBA Airport Transportation, LLC.

- 5. CATEGORY: 22.
 Administrative Agenda
- 6. ASMC MEETING DATE: 6/16/2020
- 7. BoPC MEETING DATE: 6/25/2020

8. AGENDA: CEREMONIAL/PUBLIC PRESENTATION	9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME Gary Duncan		
CONSENT	NAME Gary Duncan		
X ADMINISTRATIVE	DIV. Aviation		

10. BACKGROUND:

The current on-demand taxicab concession agreement commenced on July 1, 2015 and will expire on June 30, 2020. On December 18, 2019, the Authority advertised RFP #20-04TLB, On-Demand Taxicab Concession to Serve the Southwest Florida International Airport. The advertisement appeared in the Fort Myers News-Press and as listed with Florida Airports Council, Airports Council International-North America, Airport Minority Advisory Council, and AGTA. The Authority also utilized its automated procurement system and notified all Lee County Port Authority permitted prearranged companies that operate commercial transportation vehicles at Southwest Florida International Airport. On January 9, 2020, a pre-proposal meeting was held, with two (2) transportation companies attending. On February 6, 2020, the Lee County Port Authority received one (1) qualifying proposal from MBA Airport Transportation, LLC, (MBA) the incumbent on-demand taxicab operator.

The scope of services requires the concessionaire to successfully manage the on-demand taxicab ground transportation system at RSW. The concessionaire shall have qualified, competent, and experienced staff on-site to administer and provide taxicab service at the airport during all periods of scheduled or known flight activity times. Clean, safe and

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC</u> <u>DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Gary &. Suncan	Fictoria &. Moreland	N/A	Brian (W). McGonagle	Gregorp Vb. Hagen	Benjamin R. Biegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

newer model taxicabs are required to be available twenty-four hours a day, seven days a week throughout the term of the agreement and driven by uniformed drivers who successfully pass both drug and background test.

A publicly noticed Staff Evaluation Committee Meeting was held on February 19, 2020, to review the proposal, solicit staff comments, and to prepare a proposal summary for consideration by the Airports Special Management Committee. Staff provides input and recommendations as part of the selection process; staff does not and cannot shortlist or rank the responding firms. In accordance with the RFP, Florida Statutes, and Board-approved Lee County Port Authority Purchasing Policies, the selection process, including potential shortlisting of firms, oral presentations and rankings, rests solely with the ASMC, with final ranking approval by the Board of Port Commissioners. To assist the ASMC in their evaluation, staff has prepared the attached Summary of Submitted Proposal.

The Staff Evaluation Committee found that MBA, the single proposing firm, who is also the incumbent, was well qualified and capable to perform the requested services. Therefore, staff recommends the ASMC members decide first whether to request an oral presentation from MBA representatives and then to consider a recommendation to the Board of Port Commissioners to approve the selection of MBA which will then allow staff to proceed directly with contract negotiations with the awarded firm. Staff also recommends extending MBA's existing contract on a month-to month basis until a new contract is in effect.

Attachments:

- 1. Staff Summaries
- 2. RFP #20-04TLB
- 3. Addendum #1
- 4. References
- 5. First Amendment and Extension to LCPA On-Demand Taxicab Concession Agreement

Staff Summary of Submitted Proposal On-Demand Taxicab Concession to Serve the Southwest Florida International Airport-RFP 20-04

MBA Airport Transportation, LLC

Qualifications and Local Airport and Industry Experience:

- Three (3) local principals with a single point of contact local general manager and an alternate.
- Each principal has at least 14 years of local airport experience and the general manager has 20 years of experience at RSW.
- MBA has operated at Southwest Florida International Airport for more than 14 years and some of their principals have worked at RSW for longer than that under other types of operations and company names.

Management Plan:

- The manager will be at the airport at least 50% of their forty (40) hour work week.
- The dispatch, emergency and system outage plans were excellent.
- Included the plan to accommodate peak holiday and season traffic, but it could have been more detailed.

Fleet:

- The mixed fleet requirements meet our standards as there are 14% sedans and the rest are vans.
- Three (3) vehicles are ADA capable which exceeds the requirement for two (2) vehicles.
- The average core fleet is 2015, which is six (6) years old.
- Equipment provided in each vehicle includes a credit card machine, passenger information book, bottled water, charging cords.
- MBA has four (4) subcontractors and the same contractual standards apply. MBA management will address all complaints or subcontractor issues.

Trip Fee and Financial Capability:

- The required \$3.00 per trip fee.
- Financially capable of complying with the terms of the agreement.

References:

- There were two (2) submitted for BlueBird and two (2) for Majestic. The owners of MBA also own these companies.
- One (1) MBA reference was submitted. It is understandable that only one was submitted since MBA could not ask the sole airport it serves for a reference.
- All references from local organizations and industry professionals were positive.

DBE Participation:

100% ACDBE compliant company.

Dispatch Technology:

Staff Summary of Submitted Proposal

On-Demand Taxicab Concession to Serve the Southwest Florida International Airport-RFP 20-04

- Universal Tranware Dispatch Software using cellular devices for the vehicles.
- Tablets with two-way communication with fare information and mapping capabilities in each vehicle.
- The dispatch software has been integrated with FlightAware and geodata for zone map integration along with Google integration. Therefore, it is able to dispatch to the zone locations and record the driver's drive-time and utilize geofence technology for tracking vehicles. The technology allows vehicles in the Commercial Ground Transportation Staging Area and line queue to be auto dispatched, which reduces customer wait time.

Driver dress code and training program:

- Drivers have a seasonal dress code:
 - White button-up collared shirts with black pants and black shoes.
 - White polo with black pants and black shoes.
- Employee dress code is a royal blue collared shirt and black pants; they also wear a safety vest when not in the dispatch booth
- All drivers will be background checked and drug tested.
- Driver training stated as Port Authority requires an initial ride along training with another driver.
- Proposal did not indicate a corporate driver training provided beyond the initial training

Overall Proposal:

MBA understands the standards and requirements regarding rates, fleet management, the sole point-of-contact, hours of operation, driver management, vehicle standards, dispatch records, and the \$3 trip fee. MBA will offer a 25% discount to customers waiting 11-15 min, and 50% discount to customers waiting longer.

- Proposal strengths include:
 - Operational background with local industry knowledge.
 - Mixed fleet including large vans and three (3) ADA vehicles.
 - 100% ACDBE company--exceeding the proposed contract goal by 80%.
 - Capable of zone dispatching.
 - Focus on customer service.
 - Emergency and system outage plans.
 - Owners of the company are active key personnel as the sole point-of-contact and alternate.
 - Driver dress code.
- Proposal weaknesses include:
 - Reference checks.
 - Lack of clear vehicle standards and marking scheme along with a detailed inspection checklist.
 - Child safety seat storage location.
 - o Driver or employee infraction procedure and compliance plan.
 - Lck of company-sponsored driver training referenced.



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

REQUEST FOR PROPOSALS (RFP) 20-04TLB FOR

ON-DEMAND TAXICAB CONCESSION TO SERVE THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

DATED: DECEMBER 18, 2019

DESIGNATED PURCHASING OFFICE CONTACT

Terri L. Bortz, Procurement Agent

Telephone (239) 590-4554 Email: tlbortz@flylcpa.com

MANDATORY PRE-SUBMITTAL MEETING:

Thursday, January 9, 2020, at 2:00 p.m., local time

INQUIRIES/CLARIFICATION REQUESTS DEADLINE:

Thursday, January 16, 2020, at 5:00 p.m., local time

PROPOSALS DUE:

Tuesday, February 6, 2020, at 2:00 p.m., local time



NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of sealed proposals from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services specified in this Request for Proposals (RFP).

The following key dates have been established for the pre-submittal meeting, the deadline for submitting questions requesting clarification of any information contained within this RFP, and the sealed proposal opening. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

A pre-submittal meeting has been scheduled for <u>Thursday</u>, <u>January 9</u>, <u>2020</u>, <u>at 2:00 p.m.</u>, local time at the Lee County Port Authority's Training & Conference Center, 15924 Air Cargo Lane, Fort Myers, Florida, 33913.

THIS PRE-SUBMITTAL MEETING IS MANDATORY. Attendance is required. Proposals submitted by firms or individuals not attending the mandatory pre-submittal meeting will not be considered.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions potential responding firms may have about the Request for Proposals.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Proposals.

DEADLINE FOR CLARIFICATION REQUESTS

Inquires or requests for clarification of any information contained in this RFP must be received no later than the time and date indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the designated contact person in the Lee County Port Authority Purchasing Office (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious selection process.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING

Sealed proposals must be received at the Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than the time and date indicated on the cover page.



PART A INSTRUCTIONS TO PROPOSERS

The Lee County Port Authority, a special district and political subdivision of Lee County (hereafter "Authority") will receive sealed proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida (collectively referred to as "firms" below) and experienced in providing the services as described in this Request for Proposals. In order to receive consideration, proposers must meet the minimum qualifications and comply with the instructions to proposers contained in this Part A.

A.01 PUBLIC OPENING OF SEALED PROPOSALS

Sealed proposals shall be publically opened at the time and place specified in this Request for Proposals in the presence of Authority officials immediately upon expiration of the due date and time. Proposers, their authorized agents, and other interested persons are invited to attend the public opening.

At the opening the Authority will make public the names of the proposers submitting a proposal, and the city and state in which they reside. No review or analysis of the submitted 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 Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.02 DELIVERY OF PROPOSALS

Sealed 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 have their proposal delivered to the location of the public opening on or before the stated time and date. If a proposal is sent by U.S. Mail or other delivery service, the proposer will be responsible for its timely delivery to the opening location. Proposals delayed by mail or delivery service will not be considered, will not be opened at the public proposal opening, and arrangements will be made for their return to the proposer at the proposer's request and expense.

A.03 SUBMISSION OF SEALED PROPOSALS

The contents of your sealed proposal package must include:

- One (1) original proposal clearly marked 'Original' and labeled with the proposing firm name and address, and;
- Eight (8) identical hard copies which clearly identify the responding firm and are each marked 'Copy', and;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. <u>Do not password protect or otherwise</u> encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of a discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Proposers must submit the complete proposal in one sealed package clearly marked "RFP 20-04TLB On-Demand Taxicab Concession to Serve the Southwest Florida International Airport" with the return address of your company clearly marked on the outside.



Electronically submitted or faxed proposals will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

A.04 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to release its solicitation documents, including any addenda or award results. Interested firms may register with Public Purchase at www.publicpurchase.com/gems/register/vendor/register or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the RFP and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

A.05 QUESTION AND CLARIFICATION PERIOD

Each proposer will examine all Request for Proposals solicitation documents and will judge 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 made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Proposals. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby an interpretation, clarification or additional information will be given.

All inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received past the published deadline.

A.06 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Proposals will be made by written addenda. It shall be the responsibility of the proposer, prior to submitting its proposal, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda have been issued and to acknowledge and incorporate same into proposer's submittal.

A.07 PROPOSAL EXPENSES

All costs incurred by proposer(s) in responding to this Request for Proposals and in participating in any interviews/presentations/demonstrations, including travel, shall be borne entirely by the proposer.

A.08 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties is satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and twenty (120) days from the date of the public opening.



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 Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted 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 Request for Proposals is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.10 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by written request to the Purchasing Office for any reason provided the request is received <u>prior</u> to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened proposal returned to the proposer.

Negligence on the part of the proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn proposal shall not be resubmitted.

A.11 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the proposer, 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 Request for Proposals, such proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.12 JOINT VENTURES

Proposers 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 Section 489.119, prior to the date and time set for the public opening.

A.13 NO LOBBYING

Proposers are hereby placed on notice that the 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 Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer shall 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 Purchasing 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 Board of Port Commissioners meetings or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.



All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their proposal 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 HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.14 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a proposer is found to have submitted a false certification under Section 287.135(5) F.S. 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 proposer 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 a proposal under Section 287.135, Florida Statues.

A.15 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal 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, proposers shall 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 NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful proposer 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 successful proposer will not participate directly or indirectly in the discrimination prohibited by the act and applicable regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.



A.17 GENERAL CIVIL RIGHTS

The successful proposer shall comply with pertinent statutes 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 successful proposer 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.18 <u>AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)</u> PROGRAM

- The Lee County Port Authority has adopted an Airport Concession Disadvantaged Business Enterprises (ACDBE) Program for the purpose of increasing contracting and procurement opportunities for ACDBEs at the Southwest Florida International Airport. It is recommended that the proposer review and become familiar with the Lee County Port Authority ACDBE Policy. Please refer to Part G, Airport Concession Disadvantaged Business Enterprise Policy.
- 2) Any agreement which may be awarded pursuant to this Request for Proposals will be considered a "concession agreement," and the successful proposer, if any, will be considered a "concessionaire" under the United States Code of Federal Regulations Title 49 Part 23.
- The Lee County Port Authority encourages all proposers to actively pursue obtaining proposals and commitments from ACDBEs. Each proposer shall submit with its proposal its ACDBE commitment(s) by completing Forms 5 and 6. The information to be supplied on Forms 5 and 6 shall be used by the Lee County Port Authority to help determine the proposer's responsiveness to the Lee County's Port Authority ACDBE Policy. Form 5 and Form 6 will be incorporated by reference into any agreement entered as a result of this RFP. The Lee County Port Authority has established an ACDBE goal of fifteen percent (15%) participation for the concession agreement.
- 4) ACDBE participation under the concession agreement may be obtained in a variety of business practices as prescribed in 49 CFR Part 23.53. Proposers must make a good faith effort to meet its ACDBE goal by exploring all options available to meet the goal to the maximum extent possible. The variety of options includes, but is not limited to: the purchase of goods and services from DBE/ACDBE vendors, janitorial services, insurance, and management fees or commissions earned by ACDBEs. The concessionaire may also engage in joint ventures, franchises, management concession agreements, or subleases with an ACDBE partner(s) in order to meet its ACDBE contractual goal.

A.19 PUBLIC RECORDS

Proposals made pursuant to this Request for Proposals 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 Statutes. If the Authority rejects all proposals and concurrently notices its intent to reissue this 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 Statutes, to the extent a successful proposer is performing services on behalf of the Authority, successful proposer must:



- 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. Proposer agrees, prior to providing services, that 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 term of the concession agreement and following completion of the concession agreement if the successful proposer does not transfer the records to the Authority.
- 4) Upon completion, termination or expiration of the concession agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful proposer transfers all public records to the Authority at the completion of the agreement, the successful proposer shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful proposer keeps any public records, it shall 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.

A.20 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. 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.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to this Request for Proposals shall belong exclusively to the Authority.

Authority does not believe that any of the required information constitutes a trade secret. To the extent proposer desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the proposal that are not declared as trade secret. In addition, proposer shall cite, for each trade secret claimed, the Florida statute number that supports the designation. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, proposer shall provide a hard copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, proposer acknowledges and agrees that:



- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the proposer's request for a trade secret exemption at any time; and,
- 2) The Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) That after notice from the Authority that a public records request has been made for proposer's proposal, the proposer, at its sole expense, shall be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Proposer must take immediate action in response to notice from the Authority, but no later than 10 calendar days from the date of notification or proposer will be deemed to have waived the trade secret designation of the materials.

By submitting a proposal containing trade secrets, proposer agrees that it will indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney's fees and costs) or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.21 GOVERNING LAWS/RULES/REGULATIONS

The successful proposer shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The proposer shall ensure compliance with all 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.22 CONCESSION AGREEMENT

The successful proposer shall be required to enter into a concession agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful proposer's proposal where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NONEXCLUSIVITY OF AGREEMENT

By responding to this Request for Proposals any selected proposer 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.24 AVAILABILITY OF PERSONNEL

Personnel described in the proposal must be available to perform the services as described. All personnel shall be considered to be employees or agents of the proposer and not employees or agents of the Authority.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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



A.26 ASSIGNMENT OF AGREEMENT

The successful proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

A.27 FINANCIAL STABILITY

The successful proposer may be required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS

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

A.29 TERMINATION

The agreement between the Authority and the successful proposer will contain a clause that 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 successful proposer. The successful proposer may terminate the agreement upon one hundred twenty (120) days written notice to the Authority.

END OF PART A



PART B PROJECT INFORMATION & SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority ("Authority") invites the submission of proposals from interested and qualified proposers to provide On-Demand Taxicab Concession Operations for the Lee County Port Authority at Southwest Florida International Airport ("Airport"). The Authority intends to enter into a concession agreement with a single operator to provide the services.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

The Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY).

Southwest Florida International Airport is an award-winning medium-hub commercial service airport located in Fort Myers, Florida with an annual economic impact of more than \$8.4 billion to the region. RSW served nearly 9.4 million passengers in 2018, and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany. A terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation and offering a top-rated travel experience. The airport is currently undertaking a \$219 million expansion project to meet the demands of increased passenger traffic.

The Airport Terminal is nearly 800,000 square feet with three concourses served by a dual roadway system and a three story parking garage that includes a rental car facility offering eight national rental car company brands (9 brands beginning February 1, 2020). The airport complex features easily accessible parking lot areas, a gas station with fast food, and related roadways.

Interstate 75 provides direct access to Southwest Florida International Airport. On the north side of the airport campus, Skyplex continues to be developed. Existing commercial businesses include a shopping plaza anchored by Publix and a multi-story full service office complex occupied by Gartner, Inc. with additional companies soon to come. Skyplex Boulevard is expected to open in December, 2019. It is anticipated that the roadways on the north side of the airport property will be realigned to facilitate the flow of traffic through the area as it continues to be developed. No ad valorem (property) taxes are used for airport operation or construction. Additional information about RSW and Page Field is available online at www.flylcpa.com.

In 2018, there were 4.65 million deplaning passengers resulting in over 120,000 ondemand taxicab pick-ups at the Southwest Florida International Airport. Over one hundred pre-arranged ground transportation companies and two transportation network companies currently serve the Airport.

The taxicab service operates in a zone with the majority of trips occurring in zones one through five. See Exhibit B-1, Taxi Fare Zone Map and Exhibit B-2, Zone Map Descriptions. Non-zone trips are less than one percent (1%) of total monthly trips. See Exhibit B-1, Taxi Fare Zone Map, for fare information. In 2018, the current concessionaire reported gross on-demand revenue collections over \$6.69 million.



B.03 TERM OF AGREEMENT

As a result of this RFP, the Authority intends to enter into a concession agreement with the successful proposer to provide on-demand taxicab services for a period of three (3) years. The agreement will include one (1) optional two-year extension to be exercised at the sole discretion of the Authority and under such terms and conditions as the Authority may dictate and the Concessionaire may accept. The anticipated date for commencement of services under the on-demand taxicab concession agreement is on July 1, 2020, at 12:00 a.m., local time. The anticipated end date for the agreement is July 1, 2023, at 5:00 a.m., local time.

B.04 DEFINITIONS

- **A. Agreement** The concession agreement between the Concessionaire and the Authority to manage and operate the demand taxicab system.
- **B. Airport** The Southwest Florida International Airport, airport code RSW, located in Fort Myers, Florida.
- C. Airport Permit A sticker that will be provided by the Authority and which must be affixed to the windshield of each Permitted Vehicle authorized to pick up passengers at the Airport under the agreement.
- **D. Airport Terminal** The main terminal building, three story parking garage and rental car facility, and any future terminal building or building expansion constructed at the Airport.
- **E. Authority** The Lee County Port Authority, a political subdivision of the State of Florida.
- **F. Commencement Date** The date on which the Agreement begins.
- **G.** Commercial Ground Transportation Staging Building A facility which may be provided by the Authority for the common use of Ground Transportation Vehicle drivers waiting to serve Airport passengers.
- **H.** Commercial Ground Transportation Staging Lot A staging area provided by the Authority and used to stage Taxicabs and other Ground Transportation Vehicles and drivers prior to being called to the Passenger Loading Area.
- Concessionaire Entity that manages and operates the demand taxicab system and provides Demand Taxicab Services at the Airport on behalf of the Authority.
- **J. Core Fleet** All vehicles provided by the Concessionaire that are authorized by the Authority to serve as Permitted Vehicles under the Agreement.
- K. County Lee County, Florida.
- L. **Demand Taxicab Service** Point to point passenger transportation service with the destination or route traveled determined by the passenger, and the trip fares based on the RSW Taxi Fare Zone Map adopted as part of the Ground Transportation Policy in the Lee County Port Authority Policy Manual, or as amended from time to time during the term of the Agreement.



- M. Disabled Passenger-Accessible Vehicle A Permitted Vehicle that is ADA approved wheelchair accessible and can accommodate a disabled passenger with a wheelchair lift device or ramp, and includes securing points for all wheelchairs or other vehicles on board as per the standards set forth in 49 CFR, Parts 27, 37 and 38.
- **N. Ground Transportation Agent** An Authority employee who is responsible for customer assistance and oversight of the Concessionaire's activities.
- O. Irregular Operations Plan (IROPS) The Concessionaire's written document detailing response plans during events in which weather or other unexpected situations cause unforeseen and urgent demand, such as occurs with diverted flights or cancelled flights.
- **P.** Liquidated Damages An amount payable to the Authority that represents damages as determined by the Authority.
- **Q. Non-utilization Day** Each day a Permitted Vehicle is not operated at the Airport due to fleet management or service needs and the vehicle is not replaced with a Temporary Substitute Vehicle.
- **R. No Trip Pass Through** When a Permitted Vehicle goes through the Passenger Loading Area but does not take a fare.
- **S.** Operations Areas The Taxicab Dispatching Booth(s) or Station, the Commercial Ground Transportation Staging Building and Lot, the Passenger Loading Area, and any other area designated by the Authority from time to time for the Concessionaire's use. Operations areas may also be used by non ondemand ground transportation operators.
- **T.** Passenger Loading Area The commercial curbside area designated by the Authority for Taxicabs to pick up passengers at the Airport Terminal.
- **U. Permitted Vehicle** A Taxicab bearing an Airport Permit and authorized to pick up passengers and load luggage pursuant to the Agreement.
- V. **Privilege Fee** Total amount of all accumulated Trip Fees generated during a given month and paid by the Concessionaire to the Authority on a monthly basis.
- **W. Proposer** The individual or business entity submitting a response to this Request for Proposals.
- **X.** Remained On Line Any Permitted Vehicle remaining on line at the Passenger Loading Area at the end of the night that must depart without a passenger fare.
- Y. Shared Ride Combining passengers from multiple parties into one vehicle.
- **Z. Sole Point of Contact** Management representative designated by the Concessionaire who is available at all times and who has authority to make service, operational, and business decisions for the Concessionaire.
- **AA. Social Media Policy** Policy governing Proposer's use of websites and applications that enable users to create and share content or to participate in social networking.



- **AB.** Supplemental Vehicle A non-Concessionaire permitted commercial ground transportation vehicle which is used during irregular operations as an extra vehicle to accommodate passengers and meet service standards due to unforeseen circumstances.
- **AC.** Taxicab A chauffeur-driven sedan or van that is licensed by the Authority to provide Demand Taxicab Service in accordance with the Agreement.
- **AD.** Temporary Substitute Vehicle A vehicle meeting the requirements of the Agreement, with the exception of vehicle markings, that is placarded and can be substituted for a permitted vehicle for a set period of time.
- **AE. Trip Fee** The fee paid by the Concessionaire to the Authority for each Demand Taxicab Service trip originating at the Airport.
- **AF. Van** A Permitted Vehicle used to accommodate passengers with large or excessive baggage, larger parties and, when properly configured, passengers with disabilities. A van will be considered any vehicle that is capable of safely and comfortably transporting seven (7) passengers (including the driver) or more, and the passengers' baggage.
- **AG. Wait Time** The duration a passenger waits to be greeted and/or to be ready to depart the Passenger Loading Area.

B.05 TAXICAB SYSTEM MANAGEMENT

The Concessionaire will be responsible for successfully managing the on-demand taxicab ground transportation system and operating demand taxicab service. The Concessionaire shall have qualified, competent and experienced staff on site to manage and provide demand taxicab service at the Airport during all periods of scheduled or known flight activity. Taxicabs must be available to perform demand taxicab service at the Airport twenty-four (24) hours per day, seven (7) days a week, every day for the life of the Agreement.

Concessionaire's responsibilities will include but may not be limited to:

- Providing exceptional levels of customer service on a consistent basis;
- Manning the dispatch position;
- Equipping dispatchers with a communication system with the appropriate level of information to ensure successful operations;
- Managing the demand taxicab service line, Passenger Loading Area(s), and staging area(s);
- Producing and providing reports;
- Ensuring appropriate vehicle condition and driver conduct; and
- Timely and satisfactory response to complaints.

<u>Authority's Contract Administrator:</u> The Landside Operations Manager or Operations Senior Manager shall be Authority's points of contact for operational and contractual issues.

<u>Sole Point of Contact:</u> The Concessionaire shall appoint a manager to act as the Sole Point of Contact and shall also identify an alternate authorized to act on behalf of the Sole Point of Contact for any periods of absence.



The Sole Point of Contact shall be available at any time during the term of the concession agreement and shall be authorized to make decisions relevant to managing the fleet, personnel, customer complaints and all other aspects of the ondemand taxicab operation.

The Sole Point of Contact must physically be onsite for several hours a day for a minimum of three times per week.

B.06 MANAGEMENT PLAN

Proposers are required to provide a written management plan detailing proposed operational policies and procedures to be employed in the performance of the demand taxicab service. The management plan will be made part of the resulting concession agreement, if any, and shall contain the following elements:

- Operating procedures
- Emergency procedures
- Irregular Operations Plan (IROPS)
- Natural/manmade disaster continuity of service and recovery plan
- Safety procedures
- Customer service standards
- Complaint resolution
- Personnel standards
- Employee training program
- Social media policy
- Customer feedback program
- Child safety seat guidelines and procedures
- Holiday management plan
- Drug testing standards and procedures

B.07 TAXICAB CORE FLEET

- **A.** Quantity of Taxicabs in the Core Fleet. Proposers will be required to provide an initial minimum of sixty (60) Permitted Vehicles is required to operate the on-demand taxicab system. At least two (2) of the vehicles must be Disabled Passenger-Accessible Vehicles with at least one of these vehicles in operation and available at all times.
- **B.** <u>Fleet Mix Requirement.</u> Concessionaire will be required to provide a fleet mix that adequately addresses the needs of the Airport's on-demand customers. Vans, sedans and Disabled Passenger-Accessible Vehicles shall be available upon request and as necessary to meet customer service standards identified herein.

The Core Fleet must contain a ratio of at least twenty percent (20%) vans and ten percent (10%) sedans. The remaining seventy percent (70%) may be a combination of vans, sedans, SUV or other type of vehicle, as approved by the Authority. See Exhibits A-1, Core Fleet Vehicles and Exhibit A-2, Temporary Permitted Vehicle Replacement Form to preview an example of the fleet information required to be provided to the Authority.

C. <u>Temporary Substitute Vehicle.</u> As authorized by the Authority, a Temporary Substitute Vehicle may be utilized to replace a Core Fleet vehicle for a set period of time in instances which a unit of the Core Fleet is unavailable.



- **D.** Adjustments due to Demand. The Authority may require the Concessionaire expand or reduce the number of Permitted Vehicles in the on-demand taxicab system as necessary to adjust to the needs of demand taxicab service customers. The Concessionaire shall schedule the fleet dependent on the customer demand.
- **E. Subcontracting.** Subcontractors may be utilized to provide demand taxicab service; however, the Concessionaire remains solely responsible for the activities and services of any subcontractor. Further, the Authority reserves the right to require the Concessionaire to replace a subcontractor for any reason at any time. The Authority shall only recognize the Concessionaire as a single company with a Sole Point of Contact. Subcontractors will not be recognized as on-demand taxicab operators and therefore, any communications by a subcontractor(s) must be directed to the Concessionaire's Sole Point of Contact. Concessionaire shall ensure all subcontractors are in full compliance with the requirements of the Agreement at all times by incorporating the terms of the resulting Agreement by reference in all subcontracts. Concessionaire shall provide copies of all subcontracts to the Authority on request.

B.08 SUPPLEMENTAL VEHICLES DURING PEAK TIMES

Additional Taxicabs may be needed to meet unanticipated or excessive passenger demand, unexpected surges of passengers, late and diverted flights, or other extenuating circumstances outside the Airport such as extensive traffic congestion delaying the return of taxicabs to the Airport. In such instances, Concessionaire may meet the increased demand by temporarily using other Taxicabs in Concessionaire's fleet that are not Permitted Vehicles and are considered Supplemental Vehicles.

The Concessionaire is responsible for providing additional taxicabs beyond the sixty (60) Permitted Vehicle Core Fleet (or beyond any future Authority adjusted Core Fleet size), when the Permitted Vehicles are not able to accommodate passenger demand.

Any additional taxicabs must adhere to all of the same standards as those applicable to Concessionaire's Permitted Vehicles with the exception of vehicle markings; however, each vehicle must be placarded. The Core Fleet of Permitted Vehicles should be used in entirety (no Non-Utilization Day is permitted unless a vehicle is in for maintenance) before Supplemental Vehicles may be used. The Authority must authorize the use of Supplemental Vehicles prior to integration into service. Authority will determine whether to require Supplemental Taxicabs to meet vehicle marking and color scheme requirements on a case-by-case basis. This determination will be made by the Authority based on the needs of the situation and the request from the Concessionaire.

If the Authority determines that the Concessionaire cannot provide an adequate number of vehicles, the Authority reserves the right to contact other vendors to assist with the movement of passengers.

B.09 MINIMUM STANDARDS FOR VEHICLES

All vehicles used in the delivery of Taxicab Demand Service must be compliant with all federal, state and local laws and rules pertaining to vehicle safety and safety requirements. In addition, vehicles are required to be:

- No older than seven (7) calendar years, except for Disabled Passenger Accessible Vehicles which may be up to eight (8) calendar years;
- Painted uniformly in a distinct scheme approved by the Authority;
- Equipped with working air-conditioning and windows:
- Equipped with two-way communication equipment capable of communicating with the dispatch personnel and other Permitted Vehicles;



- Free of interior and/or exterior damage;
- Equipped with seatbelts for the driver and all passengers;
- Approved and inspected by the Authority upon receipt of proof that the vehicle passed an inspection from the Concessionaire;
- Equipped with an access control device to access the Operations Areas as may be approved by the Authority;
- Individually identifiable;
- Large enough to accommodate multiple bags or golf clubs in the trunk space;
- clean inside and out:
- Free of personal items, clutter and strong or offensive odor;
- Equipped with information that passengers need (zone maps, rates, fuel surcharge information, driver identification, etc.) This information may be consolidated and offered in a binder or placarded within the vehicle; and
- Inspected annually by an ASC certified mechanic.

B.10 VEHICLE INSPECTIONS

The Concessionaire will inspect the vehicles daily and shall promptly identify and repair any deficiencies. The Concessionaire will be responsible for maintaining a log of inspections which will be electronically available to the Authority.

Should Concessionaire fail to meet the service standards set out in this Request for Proposals, and the Agreement, Authority may assess liquidated damages for each such failure as outlined in the Agreement.

The Authority will perform spot-check inspections on the entire fleet on a monthly basis. If a vehicle fails an inspection, it will be removed from service until identified deficiencies have been corrected. Before a vehicle may be put back into service after failing an inspection, it must be cleared by the Concessionaire. Once the Concessionaire has confirmed that the deficiency is corrected, the Concessionaire shall arrange for a repeat inspection by the Authority. If the Authority finds the deficiency has not been satisfactorily corrected in the sole discretion of the Authority, liquidated damages in the amount of \$100.00 will be assessed per incident. Any vehicle that has failed an inspection and has not been cleared by both the Concessionaire and the Authority must not be put back into service. At the discretion of the Authority, a penalty of \$500 may be assessed to the Concessionaire for each occurrence where a vehicle was found to be in service without the proper clearance.

B.11 DISPATCHING

- **A.** <u>Taxi Dispatching Booth/Station.</u> The Authority will provide a taxi dispatching booth structure or station location in front of or inside the Airport Terminal for use by Concessionaire to provide passenger assistance and to assign passenger(s) to a Permitted Vehicle, Temporary Substitute Vehicle or Supplemental Vehicle. The structure of the location may be a booth, podium or some other structure or form that indicates the location for customer check in. The Authority will have access to the taxicab dispatching booth/station at all times.
- **B.** <u>Adequate Staffing.</u> The Concessionaire shall employ enough dispatchers to adequately staff the taxi dispatching booth structure or station during all times that Taxicabs are needed and during times of all flight activity. The dispatcher's function is to oversee the orderly operation of the on-demand taxicab line, communicate with the public regarding demand taxicab services and fares, and maintain required records.



C. <u>Meeting Demand.</u> During flight operation times, dispatchers should maintain a minimum of two (2) Taxicabs in Passenger Loading Area. Exceptions to this standard may be made on a case-by-case basis by coordinating with the Ground Transportation Agent. Exceptions will only be approved during periods of low anticipated demand, such as extended periods without flight operations.

Concessionaire must provide dispatchers with a monitoring system that indicates which Taxicabs are in the Commercial Ground Transportation Staging Lot.

D. <u>Communication and Technology.</u> The Concessionaire will be required to provide equipment to enable communication between the dispatchers and all Permitted Vehicles. Dispatch Personnel shall be sufficiently trained to dispatch Taxicabs using the zone map system.

The Concessionaire must also provide and utilize an automated system to give dispatchers and other personnel the ability to check road conditions, airline arrival/departure times, and weather from the taxicab dispatching booth.

The costs associated with the purchase, installation and maintenance of any and all automation and/or driver/dispatch communication systems will be borne solely by the Concessionaire.

B.12 FARE SYSTEM

A. <u>RSW Taxi Fare Zone Map.</u> The Airport on-demand taxicab system operates as a zone-based fare system using the RSW Taxi Fare Zone Map and Descriptions approved by the Lee County Board of Port Commissioners in June of 2015, a copy of the map is attached as Exhibit A-1.

The RSW Taxi Fare Zone Map may be amended or replaced from time to time during the term of the Agreement. At the Concessionaire's request, the Authority may review the zone map and associated fares with the Concessionaire to determine if any fares need adjusting based on data provided to the Authority by the Concessionaire.

All fares are not to exceed amounts. The Concessionaire may elect to charge less than the set fare for any destination, but may not exceed any listed fare. This does not preclude the Concessionaire from using discount programs such as a frequent rider club, corporate accounts, or coupons, etc.

- **B.** Extra Passenger Fees. Extra Passenger Fees in the amount of \$10.00 may be assessed for each passenger over three (3) for a single trip. No extra charge may be imposed for service animals or other crated animals.
- **C.** <u>Shared Rides.</u> Parties traveling to the same destination will split the zone fare and fuel surcharge, if any.

Parties traveling to different destinations may each be charged seventy-five percent (75%) of their destination zone fare. Any fuel surcharges will be split equally or as determined by the traveling parties, but should not exceed the surcharge for the party's destination zone. The total surcharge paid cannot exceed the charge for the farthest destination. Parties may not be required to share a ride involuntarily. Additional passenger charges do not apply to shared fares.

D. <u>Fuel Surcharge.</u> The Concessionaire may elect to apply a fuel surcharge as approved by the Board of Port Commissioners and stated in the Ground Transportation Policy. See Exhibit C, Fuel Surcharge.

No fuel surcharge may be applied to any destination on Southwest Florida International Airport property.



All rates including surcharges are not to exceed fares. The Concessionaire may elect to charge less or waive said fees.

- **E.** Child Safety Seat. A child safety seat or booster seat must be provided on request at no charge. Further, a hold harmless waiver which holds the Authority harmless from and against all claims must be signed by the parents/guardians before departure.
- **F.** <u>Payment Methods.</u> Concessionaire must accept cash, traveler's checks, money orders, all major credit cards, Authority Traveler's Aid Form and all airline vouchers. Each Permitted Vehicle and the dispatching booth/station must be equipped to accept credit cards. Passengers shall not be charged extra for use of credit cards.

B.13 MINIMUM STANDARDS FOR PERSONNEL

All staff performing dispatch and/or driver responsibilities shall:

- Provide exceptional customer service to passengers;
- Wear an approved uniform or comply with an Authority approved dress code;
- Maintain a clean and neatly groomed appearance and be free of offensive odor;
- Assist passengers with luggage;
- Speak and understand the English language; and
- Refrain from the use of profanity or discriminatory or harassing language.

In addition, driver personnel must:

- Apply for, obtain and keep current a Ground Transportation Driver's Permit
 pursuant to the Airport Ground Transportation Policy. Permits issued by the
 Concessionaire shall be in a format approved by the Authority and shall include
 at a minimum the driver's name, color photograph, company logo, company
 name and any other pertinent information. All permits must be located in the
 Permitted Vehicle so that they are visible to passengers;
- Not perform any services pursuant to the Agreement until successfully completing mandatory driver screening, background check and drug testing arranged by Concessionaire;
- Participate in additional driver screening, background check and/or drug testing including random drug testing, as deemed necessary and using methods approved by the Authority;
- Accept all trips dispatched from the Airport;
- Not use phones except for GPS maps and hands free calls while the vehicle is in motion;
- Attend any required Authority training;
- Obey all state and local traffic laws at all times;
- Obey all rules established by the Lee County Port Authority regarding taxicab and vehicle operations at the Airport; and
- Possess and maintain a valid State of Florida Driver's License

B.14 WAIT TIME

No passenger shall be required to wait more than three (3) minutes to be greeted by a representative of the Concessionaire. No passenger shall be required to wait more than ten (10) minutes for a Taxicab. Passengers requesting a Disabled Passenger Accessible Vehicle or child safety seat equipped vehicles may not be required to wait more than twenty (20) minutes.



Total Wait Time shall consist of the length of time a passenger(s) waits beginning when the passenger(s) gets into line to meet the dispatcher until the time the passenger(s) and their items are loaded and the vehicle is ready to depart the Passenger Loading Area.

Concessionaire will be assessed liquid damages in the amount of \$100.00 any time that the passenger(s) actual wait time exceeds the time standards above.

Since the Authority's goal is exceptional passenger service, liquidated damages for exceeded Wait Times may be waived if the passenger receives the benefit of a reduced fare that is at least a reduction of 50% or greater of the total cost of the fare. A written request from the Concessionaire with an explanation of the service failure and proof of the discounted trip must be provided to the Authority to have the waiver considered.

B.15 DISPUTE RESOLUTION

Concessionaire must establish a formal method to address grievances, disputes and passenger complaints. The method put in place must identify the complainant, initiate an investigation as warranted, and present a resolution of the complaint for approval by the Authority. The Concessionaire is responsible to the Authority for satisfactory resolution of public complaints. The Concessionaire must report any complaints and resolution or response to the complaint to the Authority within three business days of receipt of the complaint.

B.16 DAILY OPERATIONS LOG

The Concessionaire will be required to maintain an electronic daily operations log in a format approved by Authority for purposes of auditing Concessionaire's daily trip count, the geographic distribution of passenger trips and for such other purposes as the Authority may require.

The Daily Operations Log will include, at a minimum, the dispatch time and date, driver name/identification, Permitted Vehicle number, destination of each trip, the zone fare and fuel surcharge(s), if applicable, total amount charged, Shared Ride information if applicable, the number of passengers served, number of vehicles Remained On Line, number of No Trip Pass Through and details, number of child seat requests, number of Disabled Passenger-Accessible Vehicle available and number of requests, number of Wait Times exceeded (with details pertaining to the reason), and revenue collected.

B.17 PAYMENT TO THE AUTHORITY

During the term of the Concession agreement and for the privilege of operating an ondemand taxicab concession at the airport, Concessionaire shall pay a \$3.00 Trip Fee to the Authority for each Taxicab dispatched from the Passenger Loading Area during the preceding month. No amount other than \$3.00 is to be proposed.

<u>Privilege Fee.</u> The Privilege Fee, consisting of all accumulated Trip Fees in a given month, shall be paid to the Authority on a monthly basis. Monthly Trips and the amount of the Privilege Fee due shall be self-reported daily and monthly.

<u>Reconciliation.</u> The Authority may use the Airport Automated Vehicle Identification System (AVI) or similar system, as may be changed from time-to-time, to verify the self-reported figures for all trips originating at the Airport for any given month. If these figures cannot be reconciled, the greater of the two shall be paid to the Authority. The AVI System may utilize compatible Transponders and if so, it is the Concessionaire's responsibility to purchase and ensure proper operation of said transponders.



<u>Due Date.</u> The Monthly Privilege Fee shall be payable no later than the 15th day of the month following the end of the reporting month. The Concessionaire shall also self-report taxi dispatches monthly, in a form acceptable to the Authority no later than the third business day of the month following the end of the reporting month.

B.18 COMMERICAL GROUND TRANSPORTATION STAGING BUILDING AND LOT AND PASSENGER LOADING AREAS

The Authority may provide an opportunity for the Concessionaire to lease space at the Airport at market rate, if needed. There are various areas on the Airport that may be available for Concessionaire's use, possibly including a portion of the Commercial Ground Transportation Staging Building and Lot which may also be used by other transportation providers and the public. If provided, the Concessionaire will oversee the activity of Concessionaire drivers at the Commercial Ground Transportation Staging Building and Lot.

The Authority will clean and maintain the common areas of the building and the lot. The Concessionaire, in conjunction with other users, shall ensure that all the facilities are maintained in a clean and orderly condition including, the Commercial Ground Transportation Staging Building, Lot(s) and the designated Passenger Loading Area(s). The Concessionaire will be responsible for the activities in areas which they solely operate.

Vehicles may not be left unattended in the Commercial Ground Transportation Staging Area. In this area, the term unattended is defined as the driver not being physically located in the Commercial Ground Transportation Staging Area.

Overnight parking with prior written approval from the Authority may be authorized on a case-by-case basis.

The Concessionaire will evaluate the use of a remote staging area or use of technology to allow drivers to stage without an excessive number of vehicles being onsite.

The on-site gas station and cell phone lot are not acceptable locations for vehicle staging. Concessionaire shall limit the time its vehicles are at those facilities to periods when the driver is utilizing the services of the facility.

END OF PART B



PART C CONTENT AND ORGANIZATION OF PROPOSAL

The information each proposer provides will be used to determine the most qualified proposer with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Part D, Evaluation of Proposals.

C.01 EVALUATION CRITERIA

The information submitted in response to all elements of C.02, below, serves as the established evaluation criteria when determining the selection of a successful proposer and the award of future concession agreement under this Request for Proposals.

C.02 INFORMATION TO BE SUBMITTED

The information requested in this section must be contained within your proposal.

The contents of each proposal shall be <u>separated</u> and <u>arranged with tabs in an 8.5"</u> x 11" format and in the same order and following the same format as listed <u>below</u>, identifying the response to each specific item.

SECTION 1 - MINIMUM QUALIFICATIONS

To qualify for consideration, the proposer must present proof of any licensing or certification which is required by law to perform the services set forth in Section B, Project Information & Scope of Services. This requirement includes licensing as required to operate a business in Lee County, Florida. Each proposer shall provide a copy of any applicable licenses and certificates.

Identify the proposer's legal status and legal name that will be on any future executed concession agreement. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida.

Proposers 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 Section 489.119, prior to the date and time set for the public opening.

Provide a written statement of assurance of proposer's ability to meet the insurance and bond requirements.

Proposer shall possess at least five (5) years of experience in the operation or management of a taxicab company providing service to an airport comparable in size to Southwest Florida International Airport.

Provide a proposal bond or other acceptable form of security in the amount of \$12,000.00 as a guarantee that, if selected as the successful proposer, proposer shall enter into an agreement with the Authority for performance of the services.



Proposals which do not meet the aforementioned minimum qualifications may be deemed nonresponsive.

Section 2 – Letter of Introduction

A letter of introduction shall be provided that includes an introduction of the Proposer's background and capabilities.

The letter of introduction shall be focused and should not exceed three (3) pages total.

Section 3 – Background and Experience of the Proposer

Provide a summary of the proposer's experience and background in the taxicab business, including number of years in business and the approximate annual gross revenue earned by the business for each of the past three years.

Provide information about proposer's background providing services similar to those detailed in this RFP for a medium or large hub airport.

Include, at a minimum, the following information:

- Name of airport/government entity/large scale client
- Address
- Dates of service
- Services provided
- Contract value

Proposer's response to Section 3 shall not exceed four (4) pages.

SECTION 4 – UNDERSTANDING AND APPROACH TO PROVIDING SERVICES

Provide proposer's understanding of the scope of services to be provided, including a narrative of the proposer's approach to providing services. Explain how proposer's approach meets the objectives of the Authority.

State proposer's understanding of the Authority's ACDBE Program and Goals and proposer's commitment to the program.

Discuss the organizational structure and include an organizational chart identifying names and roles of key personnel to be assigned to the concession agreement.

Proposer's response to Section 4 shall not exceed five (5) pages.

SECTION 5 - MANAGEMENT PLAN

Provide a proposed management plan containing detailed operational procedures and/or policies to support successful performance of the services. The management plan will become a part of the resulting Concession Agreement, if any. At a minimum, the following elements of the management plan should be provided:

Part I: Management Plan - Primary Operating Procedures.

- 1. <u>DISPATCH AND COMMUNICATION PLAN.</u> Detailed operational procedures for proposer's Dispatch and Communication Plan. At a minimum, the plan must explain how two-way communication will be accomplished between the dispatchers and the Permitted Vehicles operating at the Airport.
- **2.** AFTER HOURS SERVICE RESPONSE PLAN. Detailed operational procedures for responding to demands for service that occur outside of posted flight schedules, or are otherwise unforeseen, yet require urgent response.



- 3. FLIGHT, WEATHER, AND ROADWAY CONDITION MONITORING. Explain proposer's approach to keeping abreast of important information that could impact daily operations. Describe proposer's response upon receipt of such information. Provide examples of how proposed intends to monitor flight, weather and roadway conditions on a daily basis.
- 4. VEHICLE INSPECTIONS AND SPECIFIC STANDARDS. Provide written plans which detail how vehicle inspections are performed and indicate the specifics per vehicle of what is being inspected on each vehicle. Include a sample inspection checklist with the proposal. Provide a schedule to show the frequency by which the inspections occur and explain how the schedule rotates. Explain how vehicles which have failed to meet the established standards are corrected in a timely and describe the quality control procedure to ensure any issues have been properly resolved.
- **5. STAGING MANAGEMENT PLAN.** Provide the staging management plan which details the procedures for controlling vehicles coming to the line.
- **6.** FLEET MANAGEMENT PLAN. Provide the written fleet management plan which describes in detail the procedures for scheduling the existing fleet, how the core vehicle quantities will be continually met and explain how the fleet is maintained. Discuss plans involving repairs to the fleet.
- 7. DEMAND AND HOLIDAY MANAGEMENT PLAN. Provide a written plan that explains how anticipated demand will be met when the airport is at its busiest, including holiday times. Provide an example of a holiday management plan. A revised holiday management plan will be required in advance of any upcoming holiday that causes demand to peak. Explain how the demand and/or holiday management plan will be executed.

Part II: MANAGEMENT PLAN - EMERGENCY PROCEDURES

- **1.** Communication Failure Plan. Provide written plans that demonstrate proposer's plan in circumstances where the systems it normally relies upon to communicate do not function as expected.
- 2. <u>DISPATCH SOFTWARE FAILURE PLAN.</u> Provide written plans which detail the actions to be taken in the event the dispatch software fails, rendering the drivers unable to rely upon the software to acquire zone information.
- **3. STAGING AREA CLOSURE PLAN.** Provide written procedures that provide direction in the event a staging area cannot be used due to extraordinary or extenuating circumstances.

PART III: MANAGEMENT PLAN – IROPS

Provide proposed irregular operation response plans for use during events when weather or other unexpected situations cause unforeseen and urgent demand. The plan must demonstrate how the proposer will handle passengers who have been diverted or disrupted because of weather events, cancelled flights and/or diverted flights. The plan shall address proposer's ability to providing a large number of additional trips to other Florida airports.

PART IV: MANAGEMENT PLAN - TROPICAL STORM/HURRICANE PLAN

Provide proposer's written plan for continuity of services and recovery following a natural disaster or severe weather event such as a tropical storm or hurricane.



PART V: MANAGEMENT PLAN - SAFETY PROCEDURES

Proposer shall provide all written safety procedures and safety plans. Proposer shall explain the protocol for training staff and include a schedule which demonstrates the frequency of administering safety training. At a minimum, safety plans shall be available for the following:

- 1. <u>Personnel Safety Plan.</u> Provide detailed safety procedures for dispatchers and for drivers. Indicate the intervals at which safety training is offered to personnel. Explain proposer's procedure or plan to ensure drivers are able to perform and are not tired or fatigued.
- 2. <u>DRUG TESTING STANDARDS AND PROCEDURES.</u> Provide drug testing standards and procedures for initial and randomized testing. The Authority is a drug-free workplace. We expect our concessionaires to adopt similar policies in compliance with state and federal laws.
- **3.** <u>VEHICLE SAFETY.</u> Provide detailed vehicle safety procedures and explain how the procedures are administered and tested for effectiveness.
- **4.** Child Seat Safety. Provide the written policy and/or procedure governing child seat installation and safety. The Concessionaire will be required to stock seats for each child size. Provide a sample of the hold harmless waiver holding the Authority harmless that is required to be signed by the parent/guardian.

PART VI: MANAGEMENT PLAN - CUSTOMER SERVICE

- 1. <u>Customer Service Standard.</u> Provide proposer's procedure for achieving and maintaining exceptional customer service.
- 2. Internal Complaints. Provide proposer's procedure for receiving, responding to, and managing complaints internal to the organization such as those initiated by Concessionaire's personnel. Describe the procedure for ensuring the issue is resolved.
- **3.** EXTERNAL INQUIRIES. Provide proposer's procedures for receiving, responding to and managing questions, concerns and/or complaints which have been initiated by sources external to the organization, such as passengers. Explain proposer's requirement for timely response. Describe how satisfactory resolution to each complaint is assured and what the follow up to the complainant looks like.
- **4. FORMS/COMMENT CARD.** Provide examples of any forms or other tools that may be used for complaints. Provide an example of a customer comment card.

PART VII: MANAGEMENT PLAN - PERSONNEL STANDARDS

- 1. <u>New Hire/Refresher Training.</u> Provide the content of the new hire training plan and refresher training plans for staff, including dispatchers, drivers and other staff. Include all relevant policies including personnel handbooks.
- **2.** <u>Code of Conduct.</u> Provide written code of conduct and/or employee expectations.



3. <u>Dress Code.</u> Provide detailed information concerning the dress code and uniform policy. Provide the process for handling infractions and ensuring compliance. Include an illustration or photograph.

PART VIII: MANAGEMENT PLAN - WEB PRESENCE AND SOCIAL MEDIA

- **1.** <u>Web Presence</u>. Explain the use of the web or social media to advertise and promote the proposer's business.
- 2. <u>Social Media Policy</u>. Provide the company policy for responding to comments or criticisms posted on social media outlets.

SECTION 6 - SOLE POINT OF CONTACT

Identify one (1) person currently employed by the proposer who will serve as the Sole Point of Contact for the Concessionaire and identify his or her alternate. The Sole point of Contact is the proposer's representative who will be the primary contact for the Authority, who will be responsible for day-to-day operations, and who will possess the authority to make decisions on behalf of the proposer. Provide a resume for the Sole Point of Contact and his or her alternate which includes:

Name, title and professional credentials, or degrees and the issuing educational institution(s). Include the office location and address to which this individual is assigned and currently working. Provide the total number of years of experience in a supervisory capacity and as an on-site manager.

Describe the manager's relevant experience in an airport environment. Provide the name(s) of the airport(s) represented and provide contact information. Indicate the beginning and ending date the manager served at each identified airport.

The Sole Point of Contact will be required to be available on demand throughout the term of the agreement. Include the proposed days and hours the sole Point of Contact will be physically on site and the plan for addressing inquiries, making decisions and/or obtaining assistance in his or her absence.

Provide an email address and telephone number for both the Sole Point of Contact and the alternate. Provide a telephone number that allows accessibility twenty-four hours a day, seven days per week.

Section 7 – Key Personnel

Identify 'key personnel' who will be assigned an integral role in providing services and describe the role each person will have with respect to performance of the service. For each key person identified provide a biography that includes their name, title and information relating to their respective areas of expertise. Also include background and experience, professional credentials and the office address including email and telephone number for each person. Provide position descriptions for each key management person possessing decision-making authority.

Section 8 - Fleet

Provide a description of vehicles to be used in the performance of services including make, model and year of each. Provide average age of the core fleet and quantity of each vehicle. Include an illustration or photograph of the painting/marking scheme being proposed for the fleet.

Describe all accessory equipment that is provided for the use and/or benefit of the passenger.

Provide a graph which indicates the percentage of sedans, vans, SUV's and ADA accessible vehicles.



Section 9 – Automation and Technology

Describe proposer's use of automation and technology in the provision of the services. At minimum, describe the proposer's use of technology for dispatching and in zone mapping and drivers' access to reliable and current GPS.

Discuss the dispatcher's use of technology to monitor the availability of the fleet to readily provide services. Explain how personnel will use automated systems to manage the operations and service levels in response to events involving traffic, weather, or flight changes.

Proposals must include a plan for accomplishing two-way communication among the dispatchers and each Permitted Vehicle operating at the Airport.

SECTION 10 - MARKETING AND/OR ADVERTISING

Disclose plans for utilization of in-vehicle marketing and/or advertising in fleet vehicles. Provide proposed policies governing content. To the extent proposer intends to use digital advertisements in its vehicles, the terms and conditions governing such use may be set forth in the resulting concession agreement, if any.

Section 11 – Transition Plan

Provide detailed information to demonstrate the proposer's plan for transitioning in order to commence operations upon award of the concession agreement. Explain the steps in the transition plan and provide a critical path schedule to show the time required for transitioning.

Section 12 - Corporate Location

Provide a description of proposer's office, including location of offices, person responsible for contracting services, location where the contract authority resides and location of individuals to be assigned to this contract (if any). Make clear the office out of which the proposed work to be performed will be based and assign a percentage of work that is likely from each location, as applicable.

Section 13 – Explanation of Proposer's Financial Capacity

Proposer must demonstrate financial ability to provide the services specified in this Request for Proposals. Provide an explanation of the proposer's financial capacity to perform all parts of the services on an on-going, multi-year basis. If more than one proposer is jointly filing a proposal, details must be provided to demonstrate the financial capacity of all proposers.

Provide consent to provide the proposer's most recent independently prepared annual financial summary statement on request. Such statements will include balance sheets and profit and loss statements. The Authority may conduct an internal or external review of the information. Findings will be maintained on file for subsequent use and review.

Section 14 - Business Ethics Disclosure

Proposers are required to be able to provide services under the Concession agreement without legal impediment. Disclose any circumstances where the conduct of the proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.



If proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority the details of such conflicts must be stated here. If no conflicts exist that fact should also be stated here.

SECTION 15 - ENVIRONMENTAL SUSTAINABILITY

Include a detailed description of techniques or products used in the course of performing services which will reduce adverse effects on the environment or promote green practice and environmental sustainability.

SECTION 16 - SUBCONTRACTOR PLAN

Submit a plan detailing how subcontractors will be used and to what extent. Specifically explain plans to meet peak passenger demand. Please indicate if no utilization of subcontractors is necessary.

Detail the process for handling and resolving customer service complaints related to use of subcontractors.

Explain the plan for ensuring subcontractors are in full compliance with all requirements of the Agreement and will meet service level expectations.

SECTION 17 – REFERENCES

Identify the name, address, contact name, email address and telephone number for at least three (3) references where the Proposer, its key personnel and any affiliated entity are or have operated a successful taxicab operation for a transportation or hospitality related industry within the past five (5) years. Provide a brief description of the services performed. Indicate the start and end dates of providing service.

Do not indicate the Lee County Port Authority or its employees as a reference.

SECTION 18 – PROPOSAL FORMS

Proposer shall complete, execute and return Forms 1 – 6 with the sealed proposal.

END OF PART C



PART D EVALUATION OF PROPOSALS

D.01 PROPOSAL EVALUATION

The Authority's Staff Evaluation Committee shall 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 shall forward all proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the Airports Special Management Committee that include a suggested order of preference of the firms 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 short-list the proposals. In accordance with this Request for Proposals, Florida Statutes and the Board-approved Lee County Port Authority Purchasing 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 proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall 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 Principal listed in the proposal must be the principal speaker.*

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection shall be based on its review and evaluation of letters of 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 shall 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 evaluations, the ASMC shall 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 shall 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 shall 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 most 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 concession agreement is subject to the approval of the ASMC and the Board of Port Commissioners. The ASMC and the Board of Port Commissioners will 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 submitted 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.

D.02 AUTOMATIC DISQUALIFICATION

Proposers shall be disqualified from consideration for award of a concession agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal;
- 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;
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal;
- Being on the Convicted Vendors List;
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes; and
- Not being registered to do business in the state of Florida prior to submitting a proposal

D.03 RANKING OF PROPOSALS

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the proposer(s) whose proposal 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 proposers in a recommended order of preference for further consideration by the ASMC in oral interviews, and presentations or;
- Recommend a ranked order of preference of qualified proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.



D.04 <u>TENATIVE SOLICITATIONSCHEDULE</u>

The following tentative schedule is established for this solicitation. If subsequent evaluation such as oral presentations or interviews becomes necessary, the schedule will change. Notices of the receiving due date, Staff Evaluation Committee, Airports Special Management Committee (ASMC) and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for latest available information and any updates to this schedule.

02/06/2020	Proposal Due Date
02/19/2020	Staff Evaluation Committee Meeting
03/17/2020	Airports Special Management Committee (ASMC)
04/21/2020	Airports Special Management Committee (ASMC) (if presentations are required)
05/07/2020	Board of Port Commissioners approval of vendor selection
06/16/2020	ASMC contract review/approval
06/25/2020	Board of Port Commissioners contract approval

END OF PART D



PART E NEGOTIATION OF THE CONCESSION AGREEMENT

E.01 GENERAL

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

E.02 NEGOTIATION

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

E.03 CONCESSION AGREEMENT

Each firm selected to perform services under this solicitation will be asked to enter an concession agreement containing general terms applicable to all services provided, without addressing specific financial issues.

E.04 AWARD

Award of any resulting concession agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E



PART F INSURANCE, INDEMNIFICATION & BONDS

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

No concession agreement will be made pursuant to this Request for Proposals until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be reevaluated and revised at any time during the term of the concession agreement.

COMMERCIAL GENERAL LIABILITY	Each Occurrence Personal & Advertising Injury	\$1,000,000
Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.	Products & Completed Operations	\$2,000,000
AUTO LIABILITY	Combined single limit	\$5,000,000
Bodily injury and property damage for owned, hired and non-owned vehicles used in the performance of work		
WORKERS COMPENSATION	Statutory Limits	
Employer's Liability	Per Employee (disease)	\$1,000,000
	Policy Limit	\$1,000,000

Additional Insured

Lee County Port Authority shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers

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

Waiver of Subrogation

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful proposer 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 a concession 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 concession agreement remains in effect, successful proposer shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the Proposal. The appointed insurance agent or carrier shall 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.

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

Policy on Request

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

Change in coverage

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

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful proposer shall indemnify, hold harmless, and defend 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, loss of 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 successful proposer, or anyone performing any act required of the successful proposer in connection with performance of any contract awarded pursuant to this Request for Proposals.

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.



PROPOSAL BOND, PERFORMANCE AND PAYMENT BOND

The following Bonds or Performance and Payment Guarantees are required if checked:

- ✓ Proposal Bond. If checked, a bid bond in the amount of \$12,000, which represents 5% of the actual trip fees reported by the current concessionaire last year. The proposal bond must be included with the sealed proposal.
- ✓ If checked, in lieu of the proposal bond, bidder may file an alternative form of security in the amount of \$12,000. Such alternative form of security may be in the form of a money order, a certified check, cashier's check or an irrevocable letter of credit issued to the Lee County Port Authority.
- ✓ Performance Bond. If checked, a performance bond or guarantee in the amount of \$235,000, representing the amount of last years' actual trip fees, shall be presented by the successful proposer within ten days of issuance of notice of intent to award.

END OF PART F



PART G AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) POLICY

The Authority has been a recipient of grants for airport development authorized under Title 49 of the United States Code. Accordingly, the Authority, as required by federal law, has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program pursuant to 49 CFR Parts 23 and 26.

<u>POLICY</u> - The policy of the Authority is to ensure nondiscrimination in the award and administration of concession agreements; to create a level playing field on which ACDBEs can compete fairly for concession agreements; to ensure that the ACDBE Program is narrowly tailored by utilizing race neutral/race conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 eligibility standards are permitted to participate as ACDBEs; to help remove barriers to the participation of ACDBEs in concession agreements; and to assist in the development of firms that can compete successfully in the marketplace outside the ACDBE Program.

<u>CONTRACT ASSURANCES</u> – Pursuant to 49 CFR 23.9, all concession agreements must include the following assurances:

"This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 and 26. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

<u>DBE/ACDBE FORMS</u> – Completed DBE/ACDBE *Utilization Statement* and *Letter of Commitment(s)* must be submitted with proposals that have established an ACDBE goal. The *Letter(s) of Commitment* must be completed by each DBE/ACDBE firm proposed to be used in this Proposal. See Forms 5 and 6.

<u>DBE/ACDBE REQUIRED CERTIFICATION</u> — All DBEs AND ACDBES MUST BE PROPERLY CERTIFIED PRIOR TO THE DUE DATE. Only DBE/ACDBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established goal. DBE/ACDBE firms in Florida are listed in a single DBE/ACDBE FUCP directory. Bidder/Proposers should refer to this directory to identify potential DBEs and ACDBEs for the anticipated participation.

The Florida Unified Certified Directory is found at:

https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

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



<u>ACDBE PARTICIPATION GOAL</u> – ACDBE Participation must be included in the proposal and evidenced by a Letter of Commitment signed by each ACDBE participant. The monitoring by the Port Authority's DBE Office of the participation throughout the term of the concession agreement depends upon the type of ACDBE participation as submitted in the proposal. The options are:

- a. 100% ACDBE participation: The Concession is solely owned and operated by an ACDBE firm.
- b. Percentage Participation: A designated percentage of the business is to be owned, operated and/or maintained by an ACDBE through sub-contract, sub-lease or joint venture arrangements. All legal arrangements must meet the eligibility standards in 49 CFR Parts 23 and 26.
- c. Percentage of Goods/Services towards Vendor Purchases: A designated percentage of the gross revenue committed to the purchase of goods and services from ACDBE certified vendors.
- d. Joint Venture Agreements: A Joint Venture is an agreement between the prime concessionaire and an ACDBE partner. In this instance the ACDBE has a financial risk

ACDBE Participation will be measured in accordance with 49 CFR sections 23.25 and 23.55, based on gross receipts of ACDBEs, and/or expenditures of goods/services purchased from ACDBEs. The contract which is the subject of this RFP will be awarded only to a Bidder/Proposer which documents that it has obtained enough ACDBE participation to meet the goal, or documents that it has made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough ACDBE participation to do so. Failure to provide this information may result in your proposal being declared **non-responsive**.

GOOD FAITH EFFORTS – Examples of items the Port Authority may consider in making a determination as to whether a Bidder/Proposer made "good faith efforts" (as defined in 49 CFR Part 23.3) to meet the goal are as follows:

- a) Whether the Bidder/Proposer attended any pre-solicitation or prebid meetings that were scheduled by the Port Authority to inform ACDBE(s) of concession opportunities.
- b) Whether the Bidder/Proposer advertised in general circulation, trade association, and minority women focused media concerning the concession opportunities.
- c) Whether the Bidder/Proposer followed up initial solicitations of interest by contacting ACDBE(s) to determine with certainty whether the ACDBE(s) were interested.
- d) Whether the Bidder/Proposer selected small and/or ACDBE firms for subdivision into high traffic concession areas; and whether Proposer is willing to assist with build out cost.
- e) Whether the Bidder/Proposer provided interested ACDBE(s) with adequate information about the plans, specifications, and requirements of the concession.
- f) Whether the Bidder/Proposer negotiated in good faith with interested ACDBE firms, not rejecting ACDBE(s) as unqualified without sound reasons based on a thorough investigation of their capabilities.



- g) Whether the Bidder/Proposer made efforts to assist interested ACDBE firms in obtaining bonding, lines of credit, or insurance required by the recipient or Concessionaire.
- h) Whether the Bidder/Proposer effectively used the services of available minority community organizations, minority vendor groups, local and state Minority Business Assistance Offices, and other organizations that provide assistance in the recruitment and participation of ACDBE firms.

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



FORM 1: PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposals (RFP), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the f	ollowing addenda:	
Addendum # Date:	Addendum #	Date:
Addendum # Date:	Addendum #	Date:
Addendum # Date:	Addendum #	Date:
I hereby propose to provide the services requ Authority terms and conditions herein shall conditions submitted with the RFP and agree	take precedence over a to abide by all conditions o	any conflicting terms and of this document.
I certify that all information contained in the puto to the best of my knowledge and belief. I fur proposal on behalf of the proposer as its ager perform if awarded a contract.	ther certify that I am duly	authorized to submit this
I further certify, under oath, that this proposal agreement, connection, discussion, or collust submitting a proposal for the same product of Authority or of any other company who is it executed this Proposer's Certification with therein contained and was duly authorized to other them.	ion with any other person r service. No officer, emp nterested in said proposa full knowledge and unde	n, company or corporation loyee or agent of the Port al. And, the undersigned
NAME OF BUSINESS	MAILING ADDRESS	
AUTHORIZED SIGNATURE	CITY, STATE & ZIP COL	DE
NAME, TITLE, TYPED	TELEPHONE NUMBER	/ FAX NUMBER
FEDERAL IDENTIFICATION #	EMAIL ADDRESS	



FORM 2: LOBBYING AFFIDAVIT

State of:	
County of:	
(joint venture partner) (pres (p Proposer nor its agents have by this Request for Proposals the Airports Special Manager individually or collectively, re- further states that it has cor-	es and says that he or she is the (sole owner) (general partner) dent) (secretary) or (authorized representative) (circle one) of roposer), maker of the attached proposal and that neither the lobbied to obtain an award of the Concession agreement required from the Lee County Board of Port Commissioners, members of ment Committee or employees of the Lee County Port Authority egarding this Request for Proposals. The prospective proposed policy with the federal regulations concerning lobbying activities and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No.
	AFFIANT
The foregoing instrument was	acknowledged before me on, by (name of person, officer or agent, title of officer or agent), of (Corporation or partnership, if applicable), a (State of incorporation or partnership, if applicable), on behalf
of the	(Corporation or partnership, if applicable). He/She is personally
known to me or produced	as identification.
Signature of person taking ackr	owledgment
Name typed, printed, or stampe	<u></u> d
(Title or rank)	
(Serial or Commission No.)	

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



FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION

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

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

The Proposer 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 CONTRACTING OFFICER 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	_		
Sworn to and subscribed before me this	day of		_, 20
Personally known or produced identifi	cation		
(Type of identification)			
Printed typed or stamped commissioned nan	ne of Notary Publi	 ic	



FORM 4: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to the 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. Statute; 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. Statute (2016) that result in proposer being placed on the Scrutinized Companies that Boycott Israel List, 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 PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

	[Signal	ature]
Notary Public		
State of		
County of		
Sworn to and subscribed before me this	day of	, 20, by
	who produced	the following as
identification	(Type of identif	ication) or is personally
known to me. My Commission Expires	·	
[stamp or seal]		
[Signature of Notary Public]		



<u>FORM 5: UTILIZATION STATEMENT</u> Airport Concession Disadvantaged Business Enterprise (ACDBE)

By completing this form you should identify and document whether your firm will meet the Port Authority's ACDBE participation goal for this contract of fifteen percent (15%), and if not, your firm should identify and document your firm's good faith efforts to meet the goal, as set forth in Part G.

This section should include the following information:

- a. The name of any ACDBE firm(s) or ACDBE suppliers of goods or services that will participate in this contract:
- b. A description of the work that each ACDBE will perform; and
- c. The anticipated participation percentage by each ACDBE firm(s) or ACDBE supplier of goods and services that will participate in the concession.

CERTIFIED ACDBE LIST

	ACDBE Firm Name(s)	Participation Type	Percent of Participation
1.			%
2.			%
3.			%

The undersigned Proposer has satisfied the A0 manner. (Please mark appropriate box)	CDBE requirer	ments of the RFB specifications in the following
☐ The Bidder/Proposer is committed to a i	minimum of _	% ACDBE utilization on this contract.
The Bidder/Proposer, while unable to minimum of% ACDBE utiliza as an attachment(s) demonstrating good	ation on this o	CDBE goal of <u>15%</u> , hereby commits to a contract and also submits documentation, (GFE).
Total Estimated ACDBE Participation _	%	
ACDBE firm(s) listed herein, have agreed to pe	erform a comm firm. The unde	included herein is true and correct, and that the nercially useful function as described in 49 CFR ersigned further understands that no changes to ee County Port Authority.
Bidder/Proposer Firm Name		
Authorized Signature	Date	



FORM 6: LETTER OF COMMITMENT

Work Type/ Participation to be performed by ACDBE Firm	ACDBE Certifying Agency (as appears on DBE/ACDBE Directory)	Total Value of Participation (% of gross receipts) or (\$ Expenditures
,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	vantaged Business Enterprise d for each proposed ACDBE firm)	(ACDBE)
PROPOSER/OFFEROR:	Name:	
	RFP Name:	
	RFP #	
DBE/ACDBE Firm:	Name:	
	Address:	· · · · · · · · · · · · · · · · · · ·
	City: State:	Zip
DBE/ACDBE Contact Person:	Name:	Phone:_()
Work Type/ Participation to be	ACDBE Certifying Agency	Total Value of Participation
performed by ACDBE Firm	(as appears on DBE/ACDBE Directory)	(% of gross receipts) or (\$ Expenditures)
The Bidder/Proposer is codescribed above.	ommitted to utilizing the above-	named ACDBE firm for the work
	ACDBE firm affirms that it will pe age or expenditures value as st	erform the portion of the contract cated above.
Ву:		
Print Name of DBE/ACDBE F	Firm's Authorized Representative	Title
Signature of above DBE/ACI	DBE Firm's Representative	Date

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



EXHIBIT "A-1"

A list with the following information must be submitted

CORE FLEET VEHICLES

VEHICLE NUMBER	VIN NUMBER	YEAR/MAKE/MODEL	TRANSPONDER NUMBER	LICENSE PLATE NUMBER	ADA ACCESS (Y/N)	ACCESS CONTROL NUMBER	SEATING CAPACITY
-------------------	------------	-----------------	-----------------------	----------------------------	---------------------	-----------------------------	---------------------

ADDITIONS OR DELETIONS TO CORE FLEET VEHICLES

VEHICLE NUMBER VIN NUMBER YEAR/MAKE/MODEL TRANSPONDER NUMBER	LICENSE PLATE NUMBER	ADA ACCESS (Y/N)	ACCESS CONTROL NUMBER	SEATING CAPACITY
--	----------------------------	---------------------	-----------------------------	---------------------

APPROVED:	
Concessionaire Manager	Executive Director or Designee
Date	Date



EXHIBIT "A-2"

TEMPORARY PERMITTED VEHICLE REPLACEMENT REQUEST FORM

Temporary Permitted Vehicle Replacement Request

Permit #			
License Plate #	Ŀ		
Concessionaire	s's Vehicle#		
Duration of Rep	placement		
Temporary Rep			
Replacement L			
Requested by:			
	Name	Signature	Date
Issued by:			
•	Name	Signature	Date
Temporary Pe	rmit Return		
Returned by: _			
	Name	Signature	Date
Received by: _			
	Name	Signature	Date



EXHIBIT "B-1" RSW TAXI FARE ZONE MAP AND DESCRIPTIONS

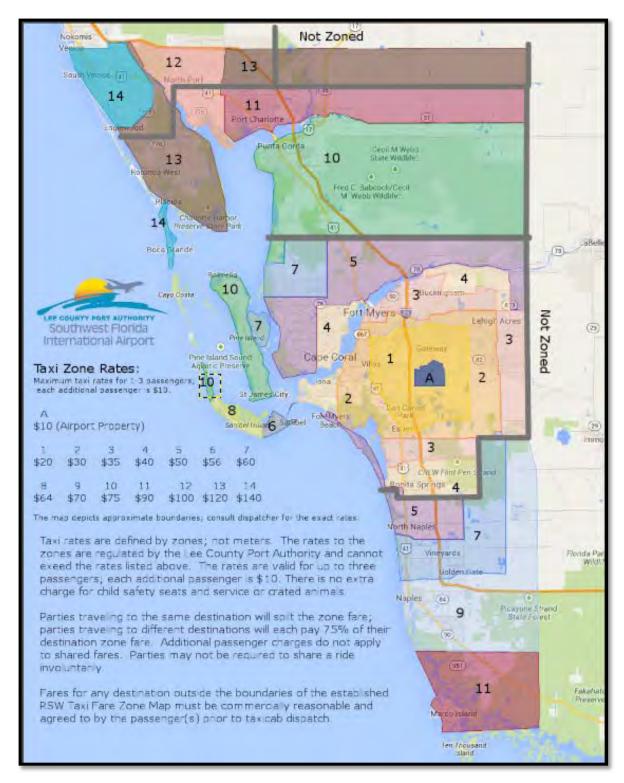




EXHIBIT "B-2"

RSW TAXI FARE ZONE MAP DESCRIPTIONS

The following rates are based on roughly \$2.00 per mile. The existing fuel surcharge sliding scale accommodates increases needed for escalation in fuel costs.

1) \$10.00- Airport Area (proposed new zone)

All LCPA's Southwest Florida International Airport Property, e.g. Cell Lot, PrivateSky.

2) \$20.00- Neighboring Airport Area

Extending from the LCPA's Southwest Florida International Airport Property to:

- Northern border: Colonial Blvd. and continuing on to Lee Blvd.
- Western border: Hwy. 41 from Colonial to Corkscrew
- Southern border: From Lehigh, Corkscrew Road 41
- Eastern border: Sunshine Blvd. S to Green Meadows Road, extending from that line to Corkscrew (Burgundy Farms Road included in this zone)

3) \$30.00

Extending from the \$20.00 Neighboring Airport Area to:

- Northern border: East 12th Street continue to West 12th Street then Sunshine Blvd. N until 31st SW where a straight line will go from here to Homestead Road to Buckingham Road until 82. 82 and continue on Dr. Martin Luther King Jr Blvd. until Veronica S Shoemaker Blvd. Follow Veronica S Shoemaker Blvd. until Hanson Street then Hanson Street until Cortez Blvd. and over to Alhambra Drive until reaching the Caloosahatchee River.
- Western border: The Caloosahatchee River until Palmetto Point (Palmetto Point community is not in this zone, but Town and River is) to McGregor Blvd. until Pine Ridge Road. Pine Ridge Road until it would turn after Safety Lane then straight to the bay (no roads off of Bayside Blvd. /Lane are included in this zone).
- Southern border: From the bay to W. Bay Blvd. at the roundabout to Williams Road until Three Oaks Pkwy. to north of the community which would be cut in half (Corkscrew Woodlands) then back to directly across from Williams Road (and below the adjacent communities - Stoney Brook, Island Club and Wild Cat Run) straight to Big Lou Road to Six La Farms Road down to Dusty Lane then following the dirt road to Carter Road up to Estero Pines Road as far as Lazy D Farm Road.
- Eastern border: Lazy D Farm Road to straight up to Troyer Brothers Road until 82, 82 over to Homestead Road S. Homestead Road S. until Sunrise Blvd. to Richmond Avenue S. and continue to Richmond Avenue N. until East 12th Street.

4) \$35.00- Estero/City of Fort Myers/East Lehigh

Estero:

Northern border: Extending from the \$30.00 area

Western border: Caloosahatchee River



- Southern border: From the bay to Pelican's Nest Drive to Hwy. 41, Hwy. 41 to Strike Lane then straight line to intersecting point off of Arby Lane (Eastern Boundary) (This zone should not include any homes off of Trost Blvd.)
- Eastern border: Arby Lane and continue straight South until prior to Pioneer Road (Pioneer Road is not in this zone.)

Lehigh:

- Northern border: East 12th Street then straight to the County Line
- Western border: Extending from the \$30.00 area
- Southern border: County Line and then straight to next adjacent County Line
- Eastern border: County Line

City of Fort Myers:

- Northern border: Greenbriar Blvd. then straight over to the end of Sunshine Blvd. N until 61st Street W then over to the end of Cemetery Road to Buckingham Road up to Palm Beach Blvd. until SR 31, SR 31 to the Caloosahatchee River
- Western border: Caloosahatchee River
- Southern border: Extending from the \$30.00 area
- Eastern border: Richmond Avenue N.

5) \$40.00 - SE Cape Coral/ Iona/ Bonita/ North Lehigh/ East Ft Myers

Cape Coral:

- Northern border: Hancock Bridge Pkwy. until 41 and 41 to the Caloosahatchee River
- Western border: From Hancock Bridge Pkwy., Santa Barbara Blvd. leading into the intersection canal until the Caloosahatchee River is reached
- Southern border: Caloosahatchee River
- Eastern border: extending from the \$30.00 area

Iona:

- Northern border: Caloosahatchee River
- Western border: prior to the Sanibel toll (includes Sanibel Harbour Resort)
- Southern border: bay prior to the first bridge at Hurricane Pass (San Carlos Island is not included in this zone)
- Eastern border: extending from the \$30.00 area (includes, Gulf Harbour and Palmetto Point)

Bonita: (includes all of Quail West, Bonita Bay and Citrus Park)

- Northern border: Extending from the \$35.00 area
- Western border: the bay north of the Imperial River



- Southern border: the county line
- Eastern border: from the \$35.00 area to Pioneer Road turning into Poor Man's Pass

North Lehigh/East Ft Myers:

- · Northern border: Caloosahatchee River
- Western border: Extending from the \$35.00 area
- Southern border: Extending from the \$35.00 area
- Eastern border: 884 aka Joel Blvd. and extending straight to the Caloosahatchee River

6) \$50.00- Bonita/Fort Myers Beach Area (Estero Island and San Carlos Island) and Cape Coral/ N. Fort Myers/ Alva

Cape Coral/ N. Fort Myers/ Alva:

- Northern border Lee County Line to an intersecting point north of Andalusia Blvd. Andalusia Blvd. down to Tropicana Pkwy. W to the bay
- Western border: Bay prior to Matlacha Pass (the bridge to the West of Shoreline Drive)
- Southern border: Extending from the \$40.00 and \$35.00 area
- Eastern border: Lee/Hendry County Line

Bonita and Fort Myers Beach Area (Estero Island and San Carlos Island):

- Northern border: extending from the \$40.00 area
- Western border: Gulf of Mexico
- Southern border: from the Gulf to Vanderbilt Beach Road
- Eastern border:951 into Plateau Road continuing straight to Village Walk Ct. (entire community in this zone, regardless of side of the street) then Vincent Road until intersecting with the \$40.00 zone

7) \$56.00 - 1st half of Sanibel

After the toll and the entire island east of Tarpon Bay Road (includes the toll)

8) \$60.00- Naples/Porpoise Point Island/Northwest Cape Coral

Porpoise Point Island West of Matlacha Pass and East of Pine Island/ Pine Island Creek (includes tolls) Naples Area:

- Northern border: Extending from prior zones (\$50.00, \$40.00, \$30.00)
- Western border: Gulf of Mexico
- Southern border: Golden Gate Pkwy. to 25th Avenue SW to Brantley Blvd. into Keane Avenue turning back into Brantley Blvd. and continuing straight to the intersecting point of the eastern border
- Eastern border: Wilson Blvd. N extending north to the \$35.00 border and Wilson Blvd. S extending to an intersecting point with Brantley Blvd. Northwest Cape Coral (proposed addition)



 Northern border: From the bay to Caloosa Pkwy. until Burnt Store Road N, Burnt Store Road N up to the county line, then county line until the

\$50.00 zone border

Western border: Charlotte Harbour

Southern border: Extending from the \$50.00 zone

Eastern border: Extending from the \$50.00 zone

9) \$64.00- Second half of Sanibel

Entire island west of Tarpon Bay Road (includes the toll)

10) \$70.00- South Naples

- Northern border: extending from prior zones (\$60.00, \$35.00)
- Western border: Gulf of Mexico and \$60.00 zone
- Southern border: From the Gulf straight to Manatee Road and continuing straight until intersecting with Eastern border
- Eastern border: Everglades Blvd. to Immokalee Blvd. then over to an intersecting point with the corner of the \$35.00 zone

11) \$75.00 - Punta Gorda/ Captiva/Pine Island

All of Captiva and Pine Island west of Pine Island Creek (tolls included) Punta Gorda

- Northern border: Peace River which turns into Shell Creek until Shell Creek is north of Bronco Road then due east to the County Line
- Western border: Gulf of Mexico and Peace River
- Southern border: Extending from \$50.00 and \$60.00 zones (County Line)
- Eastern border: County Line (Hendry County)

12) \$90.00- Marco Island/Port Charlotte

Marco Island

Northern border: Extending from the \$70.00 zone

· Western border: Gulf of Mexico

Southern border: 134 Avenue SE

Eastern border: Everglades Blvd. extending south to the coast

Port Charlotte

- Northern border: Hillsboro Blvd. into Veteran's Blvd. and continuing straight to the Eastern Border
- Western border: from the bay to Collingsworth Blvd. until 41, 41 over to Toledo Blade Blvd. Toledo Blade Blvd. into N Toledo Blade Blvd.
- Southern border: Peace River extending to the \$75.00 zone
- Eastern border: County Line (Glades County)



13) \$100.00- El Jobean/ North Port

Northern border: 1-75

Western border: Myakka River

Southern border: Extending from the \$90.00 zone

Eastern border: N Toledo Blade Blvd. until the County Line

14) \$120.00- Rotunda/N Charlotte County

Rotunda

- Northern border: N River Road (aka 777) untill-75 then 1-75
- Western border: Gulf of Mexico to W. Dearborn Street into S. River Road (aka 777), into N. River Road (aka 777)
- Southern border: Placida
- Eastern border: Extending from the \$90.00 and \$100.00 zones

N. Charlotte County

- Northern border: 1-75 then due East to the intersecting with Eastern Border
- Western border: Extending from the \$100.00 zone
- Southern border: Extending from the \$90.00 zone
- Eastern border: County Line (Glades County)

15) \$140.00- Boca Grande/Englewood Beach Venice/ Nokomis

Entire portions of Boca Grande/Englewood Beach Venice/ Nokomis islands (includes all tolls, but excludes ferry charges)

- Northern border: 1-75 to Jacaranda Blvd. until E. Venice Avenue. E. Venice Avenue into W. Venice Avenue until the coast
- Western border: Gulf of Mexico
- Southern border: the \$120.00 zone
- Eastern border: S River Road, aka 777 into N River Road aka 777



EXHIBIT "C" FUEL SURCHARGE CHART

FUEL RANG	CONTROL OF THE PARTY OF THE PAR
Retail Fuel Cost Range	Mid Fuel Range (MFR)
\$3.00 - \$3.29	\$3.13
\$3.30 - \$3.59	\$3.45
\$3.60 - \$3.89	\$3.75
\$3.90 - \$4.19	\$4.05
\$4.20 - \$4.49	\$4.35
\$4.50 - \$4.79	\$4.65
\$4.80 - \$5.09	\$4.95
\$5.10 - \$5.39	\$5.25
\$5.40 - \$5.69	\$5.55
\$5.70 - \$5.99	\$5.85
\$6.00 - \$6.29	\$6.15
\$6.30 - \$6.59	\$6.45
\$6.60 - \$6.89	\$6.75
\$6.90 - \$7.19	\$7.05
\$7.20 - \$7.49	\$7.35
\$7.50 - \$7.79	\$7.65
\$7.80 - \$8.09	\$7.95
\$8.10 - \$8.39	\$8.25
\$8.40 - \$8.69	\$8.55
\$8.70 - \$8.99	\$8.85

$$FS = \frac{MFR - BLCF}{FAMG} * AZM$$

Where,

FS = Fuel Surcharge – The dollar amount to be added to the Taxicab Zone Rate fares by zones as necessary to compute the total zone fare.

MFR = Mid Fuel Range – The mid-point of a predetermined range of thirty cents that is used to moderate fluctuations in daily fuel price changes. See Fuel Range Table above.

BLCF = Base Line Cost of Fuel - The prevailing cost of fuel as reported by the AAA for the Fort Myers area on October 1, 2006 or the approval date of any amendment to the Taxicab Zone Rate Chart for the Southwest Florida International Airport, whichever is later.

FAMG = Fleet Average Miles per Gallon – The average miles per gallon for the Southwest Florida International Airport taxicab concession fleet as reported and approved by the Port Authority.

AZM = Average Zone Miles – The average miles by zone as reported by the Southwest Florida International Airport taxicab concessionaire and approved by the Port Authority.

 The calculated surcharge for each zone will then be rounded to the nearest dollar and added to the appropriate taxicab zone rate.

Regardless of fuel fluctuations, the Executive Director, or his or her designee, may not authorize an adjustment to the fuel surcharge any more frequently than once per month.



EXHIBIT "D" VEHICLE INSPECTION FORM SAMPLE

Lee County Port Authority Airport Operations Department

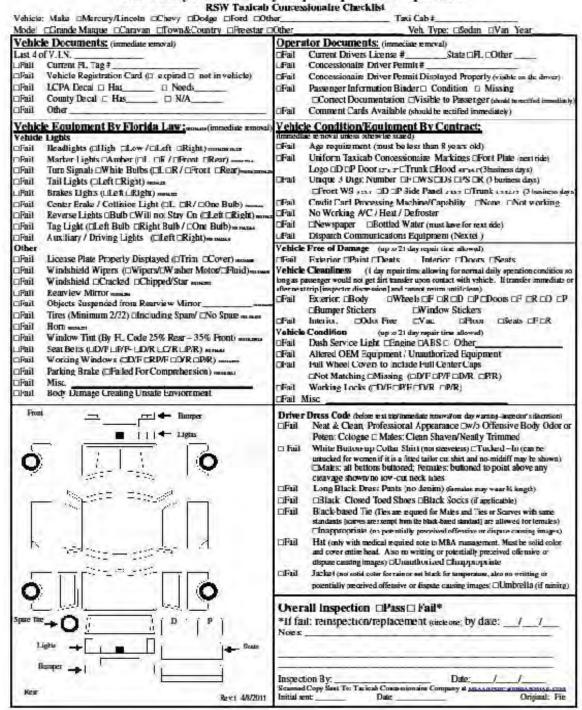




EXHIBIT "E" DRAFT CONCESSION AGREEMENT

RFP 20-04TLB ON-DEMAND TAXICAB CONCESSION AGREEMENT TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THE DRAFT CONCESSION AGREEMENT
WILL BE POSTED IN ADDENDUM #1 ON PUBLIC PURCHASE



ADDENDUM #1 ISSUED JANUARY 24, 2020

Request for Proposals (RFP) 20-04TLB On-Demand Taxicab Concession to Serve Southwest Florida International Airport

Firms and other interested parties are officially informed that the referenced Request for Proposals is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced RFP as if originally contained within the solicitation documents. Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.

Item 1. Revisions to Part B - Project Information and Scope of Services, Section B.09.

MINIMUM STANDARDS FOR VEHICLES, Bullet point 5 reads: Free of interior and/or exterior damage;

Revised to read: Free of interior and/or exterior damage, with reasonable wear and tear excepted at the Authority's sole discretion;

- Item 2. Revisions to Part B Project Information and Scope of Services, Section B.09.

 MINIMUM STANDARDS FOR VEHICLES, Bullet point 11 reads: clean inside and out;

 Revised to read: Clean inside and out;
- Item 3. Revisions to Part B Project Information and Scope of Services, Section B.09.

 MINIMUM STANDARDS FOR VEHICLES, Bullet 13 reads: Equipped with information that passengers need (zone maps, rates, fuel surcharge information, driver identification, etc.) This information may be consolidated and offered in a binder or placarded within the vehicle; and

Revised to read: Equipped with the following information: that passengers need (zone maps, rates, fuel surcharge information, driver identification, etc.) This information may be consolidated and offered in a binder or placarded within the vehicle; and

Item 4. Revisions to Part B - Project Information and Scope of Services, Section B.10.

VEHICLE INSPECTIONS, third paragraph, second sentence reads: If a vehicle fails an inspection, it will be removed from service until identified deficiencies have been corrected.

Revised to read: If a vehicle fails an inspection it must be removed from service until identified deficiencies have been corrected, with the exception of minor cosmetic deficiencies. Concessionaire will have 30 days from the date of inspection to complete repairs of minor cosmetic deficiencies.

Item 5. Revision to Part B - Project Information and Scope of Services, Section B.14. WAIT TIME, third paragraph currently reads: Concessionaire will be assessed liquid damages in the amount of \$100.00 any time that the passenger(s) actual wait time exceeds the time standards above.

Revised to read: Concessionaire will be assessed liquidated damages in the amount of \$100.00 any time that the passenger(s) actual wait time exceeds the time standards above. The Authority may waive liquidated damages in the event of unforeseen traffic situations that inhibit normal fleet operations.



- Item 6. Revisions to Part C Content and Organization of Proposal C.02, Section 17.

 REFERENCES, Remove Section 17, References. Replace with the attached Reference Form and accompanying Instructions.
- Item 7. Replace Part F Insurance, Indemnification & Bonds with revised Part F INSURANCE, INDEMNIFICATION & BONDS, Remove Part F, pages 33-35 in its entirety. Replace with revised Part F, attached and incorporated as part of this addendum.
- Item 8. Replace Form 6 with revised Form 6
 Remove Form 6, and replace it with the attached revised Form 6 that has been incorporated as part of this Addendum. The revisions to this form were caused by formatting issues.
- Item 9. <u>Mandatory Pre-Submittal Meeting Presentation</u>

 The attached PowerPoint presentation was delivered at the mandatory pre-submittal meeting on January 9, 2020.
- Item10. **Questions and Responses:** The following questions were received by potential respondents on or before the date and time set for receipt of clarification requests. Responses are provided as follows:
 - **Q1.** Can you please clarify the amount for Auto Liability; combined single limit is \$5,000,000 (five million dollars)? This figure is listed in Part F, page 33 of the RFP.

A1. See item 7.

Q2. Inquiry about the Part F, Insurance and Indemnification Bond Section of the On-Demand Taxi Cab Concession of Proposal, located on page 33 of 55 of the request for proposal dated December 18, 2019. Specifically under auto liability, a combined single limit of \$5 million dollars, which is a dramatic increase from previous requirements. I would like to either verify that this is a misprint and that the true number is \$500,000.00 or if in fact the airport is seeking to greatly expand the requirement on auto liability.

A2. See item 7.

- **Q3.** Part B.02, page 11 states the on-demand revenue reported for 2018 is 6.69 million dollars; can you clarify where this figure comes from?
- **A3.** Revenue amounts are self-reported by the current Concessionaire. Upon review of the report a formula error was discovered, therefore; the reported figure of \$6.69 million is incorrect. The 2018 on-demand revenue report has been revised to reflect the correct amount which is \$5,004,177.00.
- **Q4.** Part B-10 page 17 discusses vehicle inspections; will vehicles be immediately removed for cosmetic deficiencies such as scratches, paint chips or scuffs?

A4. See item 4.



Q5. Part B.14 pages 19-20 discusses wait times; will liquidated damages be assessed during times of IROPS?

A5. See item 5.

END OF ADDENDUM

Authorized by:

Melissa M. Wendel, CPPO Procurement Manager

Distribution:

Gregory Hagen, Legal
Gary Duncan, Aviation
Christopher Styles, Aviation
Gil Forgays, Aviation, Operations
April Russ, Aviation, Operations
Terri L. Bortz, Procurement Agent



PART B PROJECT INFORMATION & SCOPE OF SERVICES

B.09 MINIMUM STANDARDS FOR VEHICLES

All vehicles used in the delivery of Taxicab Demand Service must be compliant with all federal, state and local laws and rules pertaining to vehicle safety and safety requirements. In addition, vehicles are required to be:

- No older than seven (7) calendar years, except for Disabled Passenger Accessible Vehicles which may be up to eight (8) calendar years;
- Painted uniformly in a distinct scheme approved by the Authority;
- Equipped with working air-conditioning and windows;
- Equipped with two-way communication equipment capable of communicating with the dispatch personnel and other Permitted Vehicles;
- Free of interior and/or exterior damage, with reasonable wear and tear excepted at the Authority's sole discretion;
- Equipped with seatbelts for the driver and all passengers;
- Approved and inspected by the Authority upon receipt of proof that the vehicle passed an inspection from the Concessionaire;
- Equipped with an access control device to access the Operations Areas as may be approved by the Authority;
- Individually identifiable;
- Large enough to accommodate multiple bags or golf clubs in the trunk space;
- Clean inside and out;
- Free of personal items, clutter and strong or offensive odor;
- Equipped with the following information that passengers need (zone maps, rates, fuel surcharge information, driver identification, etc.) This information may be consolidated and offered in a binder or placarded within the vehicle; and
- Inspected annually by an ASC certified mechanic.

B.10 VEHICLE INSPECTIONS

The Concessionaire will inspect the vehicles daily and shall promptly identify and repair any deficiencies. The Concessionaire will be responsible for maintaining a log of inspections which will be electronically available to the Authority.

Should Concessionaire fail to meet the service standards set out in this Request for Proposals, and the Agreement, Authority may assess liquidated damages for each such failure as outlined in the Agreement.

• The Authority will perform spot-check inspections on the entire fleet on a monthly basis. If a vehicle fails an inspection it must be removed from service until identified deficiencies have been corrected with the exception of minor cosmetic deficiencies. Concessionaire will have 30 days from the date of inspection to complete repairs of minor cosmetic deficiencies. Before a vehicle may be put back into service after failing an inspection, it must be cleared by the Concessionaire. Once the Concessionaire has confirmed that the deficiency is corrected, the Concessionaire shall arrange for a repeat inspection by the Authority. If the Authority finds the deficiency has not been satisfactorily corrected in the sole discretion of the Authority, liquidated damages in the amount of \$100.00 will be assessed per incident. Any vehicle that has failed an inspection and has not been cleared by both the Concessionaire and the Authority must not be put back into service. At the discretion of the Authority, a penalty of \$500 may be assessed to the Concessionaire for each occurrence where a vehicle was found to be in service without the proper clearance.



B.14 WAIT TIME

No passenger shall be required to wait more than three (3) minutes to be greeted by a representative of the Concessionaire. No passenger shall be required to wait more than ten (10) minutes for a Taxicab. Passengers requesting a Disabled Passenger Accessible Vehicle or child safety seat equipped vehicles may not be required to wait more than twenty (20) minutes.

Total Wait Time shall consist of the length of time a passenger(s) waits beginning when the passenger(s) gets into line to meet the dispatcher until the time the passenger(s) and their items are loaded and the vehicle is ready to depart the Passenger Loading Area.

 Concessionaire will be assessed liquidated damages in the amount of \$100.00 any time that the passenger(s) actual wait time exceeds the time standards above. The Authority may waive liquidated damages in the event of unforeseen traffic situations that inhibit normal fleet operations.

Since the Authority's goal is exceptional passenger service, liquidated damages for exceeded Wait Times may be waived if the passenger receives the benefit of a reduced fare that is at least a reduction of 50% or greater of the total cost of the fare. A written request from the Concessionaire with an explanation of the service failure and proof of the discounted trip must be provided to the Authority to have the waiver considered.

PART C CONTENT AND ORGANIZATION OF PROPOSAL

Section 17 - References

Identify the name, address, contact name, email address and telephone number for at least three (3) references where the Proposer, its key personnel and any affiliated entity are or have operated a successful taxicab operation for a transportation or hospitality related industry within the past five (5) years. Provide a brief description of the services performed. Indicate the start and end dates of providing service.

Do not indicate the Lee County Port Authority or its employees as a reference.





RFP 20-04TLB ON-DEMAND TAXICAB CONCESSION TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

References

Identify the name, address, contact name, email address and telephone number for at least three (3) references where the Proposer, its key personnel and any affiliated entity are or have operated a successful taxicab operation for a transportation or hospitality related industry within the past five (5) years. Provide a brief description of the services performed. Indicate the start and end dates of providing service. DO NOT use current Lee County Port Authority employees as references.

Reference forms ARE NOT to be submitted with Proposer's sealed package; the company providing the reference will return this form via email directly to the Procurement Agent listed on the form by email. Terri L. Bortz, Procurement Agent, tlbortz@flylcpa.com

It is the proposer's responsibility to confirm directly with the requested references that their required forms have been submitted. **DO NOT** contact the Port Authority directly to verify if references have been submitted.

- 1) PROPOSER TO COMPLETE:
 - a) Section 1 Reference Respondent information;
 - b) Section 2 Company/Firm (Proposer's) reference information
- 2) Company providing the reference to complete:
 - Section 3 Reference questions Additional pages may be used if needed, and submit directly to the Lee County Port Authority Purchasing Agent listed on the Reference Form. **DO NOT return the REFERENCE FORM to the Proposer.**

Failure to have references submitted directly to the designated Lee County Port Authority Procurement Agent on or before the due date by email noted on the reference check may cause your submittal to be considered nonresponsive.

THE REFERENCE FORM IS TO BE SUBMITTED TO:

Terri L. Bortz, Procurement Agent tlbortz@flylcpa.com



REFERENCE FORM

RFP 20-04TLB ON-DEMAND TAXICAB CONCESSIONS TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

SECTION 1	REFERENCE RESPONDENT INFORMATION - PLEASE	Please Return Completed Form To:
Name & Title:		Procurement Agent: Terri L. Bortz
Company:		Due Date: February 6, 2020 Total # Pages:
Email:		Phone: 239-590-4534 Fax: 239-590-4539
Phone:		Email: tlbortz@flylcpa.com
SECTION 2	FIRM REFERENCE INFORMATION - PLEASE PRINT LEG	IBLY
Firm Name:		
Project Name:		
YOU OR YOUR	COMPANY HAS BEEN GIVEN AS A REFERENCE FROM THE COI	MPANY IDENTIFIED ABOVE. PLEASE PROVIDE
SECTION 3		

- 1. How long have you done business with this company?
- 2. What type(s) of business have you done with this company?
- 3. What is your overall impression of this company's qualifications?

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
	O (OCC)	• (Catiolactory)	ito (itol Caliciacio)

- 4. How would you rate the Company's overall service quality?
- 5. How would you rate their supervisors and staffing?
- 6. How would you rate their communication?
- 7. How would you rate their preventative maintenance program?
- 8. How would you rate their responsiveness?
- 9. How would you rate their invoicing and reporting process?
- 10. WOULD YOU USE THIS COMPANY AGAIN?
- 11. Do you have any additional comments regarding the quality of service this Company has furnished and performed at your facility?

E	G	S	NS
E	G	S	NS
П	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		N	10

RESPONDENT: Please return this form directly to the procurement agent listed above.





PART F

INSURANCE, INDEMNIFICATION & BONDS

All proposers shall submit with its Proposal proof of acceptable insurance, in the form of either a copy of the Proposer's current insurance certificate(s) meeting the requirements stated below, or a statement from the Proposer's insurance agent or carrier verifying the proposer's ability to obtain the insurance coverages required below. The insurance requirements are:

Commercial General Liability Insurance:

The proposer selected as Concessionaire, and any subcontractors of Concessionaire, shall carry commercial general liability insurance with limits of no less than the following:

Premises/Operations Coverage	\$2,000,000 per occurrence
Products/Completed Operations	\$2,000,000 per occurrence
Contractual Liability Coverage	\$2,000,000 per occurrence
Personal & Advertising Injury	\$2,000,000 per occurrence

Business Automobile Liability Insurance

The proposer selected as Concessionaire, and any subcontractors of Concessionaire, shall carry business automobile liability insurance for all vehicles operating on airport property with limits of no less than the following:

EITHER: (a) \$250,000.00 per person for bodily injury, \$500,000.00 per accident for bodily injury, and \$100,000.00 per accident for property damage; **OR** (b) \$500,000.00 combined single limit for bodily injury and property damage.

Workers Compensation and Employers Liability Insurance

The proposer selected as Concessionaire, and any subcontractors of Concessionaire, shall carry Workers Compensation insurance as required by Florida law, and Employers Liability insurance with limits of no less than the following:

Each Accident	\$500,000
Each Disease per employee	\$500,000
Each Disease per policy	\$500,000

A waiver of subrogation in favor of the "Lee County Port Authority" is required for this coverage.

General Insurance Requirements:

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida. Each policy and certificate of insurance shall name Lee County Port Authority as an additional insured. The Concessionaire's insurance will be primary and noncontributory and will contain a waiver of subrogation in favor of the Authority. The certificate(s) of insurance must provide for the Authority to receive prior notice of cancellation.



An insurance certificate evidencing, on a standard ACCORD form, the insurance required herein must be submitted to the Authority's Purchasing Office within five (5) calendar days from the date of notice of intent to award.

No concession agreement will be made pursuant to this Request for Proposals until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The insurance provided will include coverage for all parties employed by the proposer.

At the discretion of the Port Authority, all insurance limits can be reevaluated at any time and increased or decreased accordingly during the term of the agreement.

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful proposer shall indemnify, hold harmless, and defend 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, loss of 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 successful proposer, or anyone performing any act required of the successful proposer in connection with performance of any contract awarded pursuant to this Request for Proposals.

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

PROPOSAL BOND, PERFORMANCE AND PAYMENT BOND

The following Bonds or Performance and Payment Guarantees are required if checked:

- Proposal Bond. If checked, a bid bond in the amount of \$12,000, which represents 5% of the actual trip fees reported by the current concessionaire last year. The proposal bond must be included with the sealed proposal.
- If checked, in lieu of the proposal bond, bidder may file an alternative form of security in the amount of \$12,000. Such alternative form of security may be in the form of a money order, a certified check, cashier's check or an irrevocable letter of credit issued to the Lee County Port Authority.
- Performance Bond. If checked, a performance bond or guarantee in the amount of \$235,000, representing the amount of last years' actual trip fees, shall be presented by the successful proposer within ten days of issuance of notice of intent to award.

ADDENDUM #1 ISSUED - JANUARY 24, 2020 RFP 20-04TLB On-Demand Taxicab Concession to Serve Southwest Florida International Airport



ADDENDUM #1: ITEM 8 - REMOVE FORM 6

FORM 6: LETTER OF COMMITMENT

Airport Concession Disadvantaged Business Enterprise (ACDBE) Work Type/ Participation to be **ACDBE Certifying Agency** Total Value of Participation performed by ACDBE Firm (as appears on DBE/ACDBE (% of gross receipts) or (\$ Directory) **Expenditures**) (This page shall be submitted for each proposed ACDBE firm) PROPOSER/OFFEROR: Name: RFP Name: RFP# **DBE/ACDBE Firm:** Name: _____ Address:— City: _____ State: ____ DBE/ACDBE Name: Phone: (**Contact Person:** Work Type/ Participation to be **ACDBE Certifying Agency Total Value of Participation** (as appears on DBE/ACDBE Directory) (% of gross receipts) or (\$ Expenditures) performed by ACDBE Firm The Bidder/Proposer is committed to utilizing the above-named ACDBE firm for the work described above. Affirmation: The above-named DBE/ACDBE firm affirms that it will perform the portion of the contract for the estimated percentage or expenditures value as stated above.

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

Title

Date

Print Name of DBE/ACDBE Firm's Authorized Representative

Signature of above DBE/ACDBE Firm's Representative



ADDENDUM #1: ITEM 8 - REVISED FORM 6

FORM 6: LETTER OF COMMITMENT

Airport Concession Disadvantaged Business Enterprise (ACDBE)
This page shall be submitted for each proposed ACDBE firm)

PROPOSER/OFFEROR:	Name:		· · · · · · · · · · · · · · · · · · ·	
	RFP Name:			
	 RFP #:			
DBE/ACDBE Firm:			·····	
	Address:			
			 Zip:	
DBE/ACDBE	-			
Contact Person:	Name:	F	Phone: ()	
Work Type/Participation to be performed by ACDBE Firm	ACDBE Certifying (as appears on DBE/AC		Total Value of Participation (% of gross receipts) or (\$ Expenditure	<u>-</u>
The Proposer/Offeror is comdescribed above.	nmitted to utilizing the	above-named	d ACDBE firm for the work	
Affirmation:				
The above-named DBE/AC estimated percentage or exp			m the portion of the contract for	the
Bv:				
By:Print Name of DBE/ACDBE	Firm's Authorized Repre	sentative	Title	
Signature of above DBE/AC	DBE Firm's Representat	ive	Date	

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

Mandatory Pre-Submittal Meeting

RFP 20-04TLB

ON-DEMAND TAXICAB CONCESSION TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT



Introductions

Terri Bortz, Procurement Agent

Melissa Wendel, Procurement Manager

Gil Forgays, Acting Department Director,
Airport Operations and Safety

April Russ, Landside Manager

Guidelines

- SIGN-IN REQUIRED
- SILENCE YOUR PHONES
- QUESTIONS
 - Q&A end of presentation or
 - Email in writing to <u>tlbortz@flylcpa.com</u>
- PUBLIC MEETING/SUNSHINE LAW

Agenda

- RFP SUBMITTAL REQUIREMENTS
- RFP HIGHLIGHTS
- Q&A

Important Dates

<u>January 16, 2020</u>	Questions deadline due by 5:00 p.m., local time
February 06, 2020	Proposals due by 2:00 p.m., local time

Public Purchase

Register at www.publicpurchase.com

- Master solicitation document
- Addendum(s)
- Award

Part A - Proposal Requirements

PART A - INSTRUCTIONS

- Sealed Proposal
 - One (1) Original
 - Eight (8) identical hard copies and
 - One (1) identical electronic submission
- Submit your Proposal on time
 - Late submittals will not be accepted
 - Delivery Method

Part C - Proposal Requirements

PART C - SECTIONS 1-18

- Evaluation Criteria
- Assembly of Proposal
- Maximum Page Requirements
- Use dividers/tab sections
- Put submittal together in the order requested

Part C - Proposal Requirements

PART C.02 INFORMATION TO BE SUBMITTED

- Licensing and certification to operate
- Experience at least five (5) years
- Insurance and Proposal Bond requirements

Part C - Proposal Requirements

SECTION 5 - MANAGEMENT PLAN

 Management Plan will be included in the final contract as an exhibit

SECTION 6 - SOLE POINT OF CONTACT

- Individual responsible for day-to-day operations
- Proposed on-site times

SECTION 17 - REFERENCES

 Reference forms were inadvertently omitted from document the instructions and reference form will be issued in the addendum

Part C Proposal Requirements

SECTION 18 - PROPOSAL FORMS

- Form 1 Proposer's Certification
- Form 2 Lobbying Affidavit
- Form 3 Public Entity Crimes Certification
- Form 4 Scrutinized Companies Certification
- Form 5 ACDBE Utilization Statement
- Form 6 Letter of Commitment

Failure to submit all of the forms may result in a non-responsive determination

Anti-Lobbying Requirement

- Lobbying is prohibited
- Your sole point of contact is Terri Bortz,
 Procurement Agent <u>tlbortz@flylcpa.com</u>

Part F & Part G

PART F

- Insurance and Bond(s)
- Proposal Bond of \$12,000
- Addendum #1 with corrections

PART G

- Airport Concession Disadvantaged Business Enterprise Policy
- Options for ACDBE participation
- Forms 5 and 6

CONTACT: Julio Rodriguez, DBE Manager

jarodrigues@flylcpa.com

Addendum #1

More than one addendum could be issued.

ADDENDUM #1 will include

- Answers to your submitted questions
- Revisions to Insurance Part F
- Reference form and instructions
- Copy of this presentation



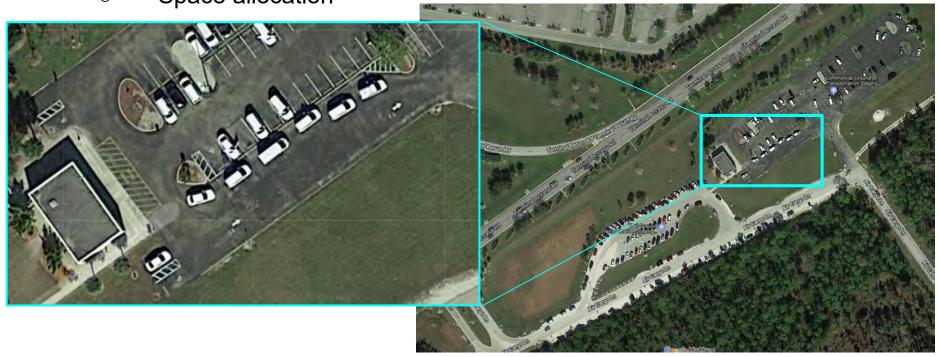
- Term
- Privilege fee
- Minimum Services:
 - Dispatching all trips
 - Managing entire on-demand operation, including drivers
 - Providing on-demand vehicles and drivers

- Fleet Management
 - Requirements
 - Standards
- Service Standards
- Liquidated Damages
- Penalties

- Forms of Passenger Payment
- Dispatching
- Driver
 - Standards
 - Permits

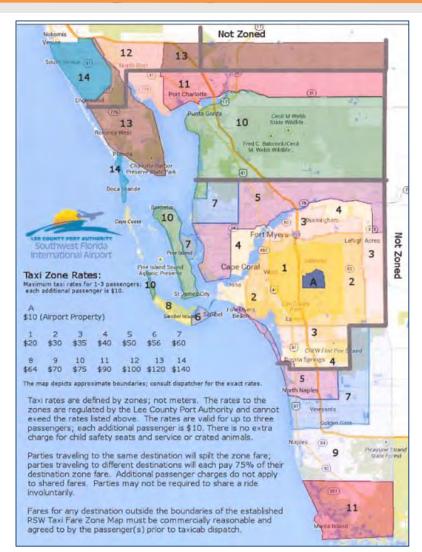
- Commercial Ground Transportation Staging Area (CGTSA)
 - Staging/Dwelling on airport property
 - Responsibility

Space allocation



- Zone Fare System
 - Extra Passenger Fee
 - Shared Ride
 - Fuel Surcharge
 - Child Safety Seats
 - ADA Service

flylcpa.com/taxirates



Questions

All questions must be submitted in writing to: tlbortz@flylcpa.com





Thank You!



REFERENCE FORM

RFP 20-04TLB ON-DEMAND TAXICAB CONCESSIONS TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

SECTION 1	REFER	RENCE RESPONDENT INF	FORMA	TION - PLEASE	Please I	Return Cor	mpleted f	orm To:
Name & Title:	D	DAVID ANNARUMMA MANASCEN Due Date: February 6, 2020						
Company:	50	cotty's Automo	tive	INC.	Total # Pag		6, 2020	
Email:	Sc	· OHYAUTOMOTIVE	@YA	Hoo. Com			1 (1)	9-590-4539
Phone:	2	239-415-1996	<u> </u>		Email: tlbo	rtz@flylc _l	pa.com	
SECTION 2	FIRM F	REFERENCE INFORMATION	N - PLE	ASE PRINT LEG	BLY			
Firm Name:	M	BA AIRPORT	Tr	ZANSport	AtiGNI			
Project Name:		RFP 20-04	47	LB				
YOU OR YOUR SECTION 3	COMPAN	IY HAS BEEN GIVEN AS A RE	FERENC	E FROM THE COM	PANY IDENTIF	IED ABOV	E. PLEAS	E PROVIDE
2. What ty	pe(s) of	f business have you de transported year transported yerall impression of this	one wi	ith this compa	I we m	م سام	4	beir vol
Proces		1			office	Po 71	ne d	civers
E (Excelle	nt)	G (Good)		S (Satisfactory	<i>'</i>)	NS (No	t Satisfa	actory)
4. How wou	ld you ra	ate the Company's ove	erall se	rvice quality?	E	G	S	NS
5. How wou	ld you ra	ate their supervisors ar	nd staff	fina?	E	G	S	NS
	e fize	ate their communication			E	G	S	NS
		ate their preventative m		ance program	2 E	G	s	NS
				ance program	E	G	s	NS
	How would you rate their responsiveness?						NS	
	, and the state of				Y	ES	N	10
			51.00(1)					
1. Do you he service the	is Comp	ny additional comment pany has furnished and unancer service Ler shill is	perfor	med at your fa	icility?	and Jes	1/2 cl	way 5

RESPONDENT: Please return this form directly to the procurement agent listed above.

well maintained a Clear

Fax: (727) 447-2948

January 30, 2020

RE: Blue Bird Taxi of Lee County - Professional Reference

To whom it may concern:

Blue Bird Taxi has been a client of ours for more than 20 years. During this time, our organization has provided dispatching and accounting software they use to operate their business 24 hours a day, 365 days a year.

A successful long-term relationship like this is based on a mutual respect for each other's business needs and ability to work together to achieve goals.

We consider Blue Bird one of our anchor customers and have a great personal relationship with the owners. They run a professional operation, pay their bills on time and I would recommend them to anybody seeking to do business with them.

Sincerely,

J. Steven Furniss

J. Steven Funiss

Founder and Chief Operating Officer

TranWare

January 28, 2020

To Whom It May Concern:

Bluebird Taxi of Lee County, Inc. is a well-respected business within the greater Fort Myers community, and has been a valued relationship to BB&T Bank since 2012. The Griffins and their staff operate Bluebird with a high level of integrity and operational acumen.

Our relationship with Bluebird and the Griffins consists of credit facilities and operating deposits; all accounts are in good standing, and have performed as agreed.

Thank you for your consideration, and please feel free to contact me if I may be of any further assistance.

Sincerely,

Jason D. Brewer Senior Vice President

Market President

Lee and Charlotte Counties

BB&T Bank now Truist

8841 Cody Lee Road

Ft. Myers, FL 33912

Jason.Brewer@BBandT.com

239.690.4869 (o)



Samira K. Beckwith, LCSW, FACHE, LHD
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January 27, 2020

Lee County Port Authority 11000 Terminal Access Road Fort Myers FL 33912

RE: Majestic Transportation

To Whom It May Concern:

This letter is to once again recommend Majestic Transportation as the service provider for the demand taxi concession. Our organization, Hope Healthcare, has continued to use their service to provide transportation to internationally and nationally recognized individuals who have come to the area on our behalf. Additionally, it has been my pleasure to continue to use Majestic Transportation on many occasions. Majestic Transportation has consistently provided Hope and me with prompt, professional, and excellent quality service.

If you would like any further information, please do not hesitate to contact me at 239,489.9140.

Sincerely,

Samira K. Beckwith

President and CEO

cc: Majestic Transportation

Panin K. Beckerth

January 23, 2020

Mary E. Poelker Majestic Transportation Services, Inc. 15501-5 Old McGregor Blvd. Fort Myers, FL 33908

Dear Mrs. Poelker:

We, at the Barbara B. Mann Performing Arts Hall, would like to take this opportunity to commend Majestic Transportation Services for the exceptional service you and your staff have provided to us over the past several seasons.

We have, over the years, had to provide transportation for some "high end" performers and your staff and drivers have been extremely courteous and helpful in ensuring we receive the best possible care. Both our staff and performers have been extremely complimentary of the professional service received.

The Barbara B. Mann Performing Arts Hall would unreservedly recommend Majestic Transportation Services for any transportation needs.

We look forward to a continued working relationship for many seasons.

Best Regards,

Debra Parfitt

Special Projects Coordinator

Barbara B. Mann Performing Arts Hall

Jehra Parlitt

Contract No	•
Vendor No.	

FIRST AMENDMENT AND EXTENSION TO LEE COUNTY PORT AUTHORITY ON-DEMAND TAXICAB CONCESSION AGREEMENT TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT RFB 15-06

THIS FIRST AMI	ENDMENT AND	EXTENSION	TO CONCESS	SION AGREEMENT
is entered this	day of	, 2020, b	etween the LE	E COUNTY PORT
AUTHORITY, a politica	l subdivision an	d special dis	trict of the Stat	e of Florida, 11000
Terminal Access Road,	Suite 8671, For	t Myers, Flo	rida, 33913 ("Aı	uthority"), and MBA
AIRPORT TRANSPO	RTATION, LL	C, a Flor	ida Limited	Liability Company
("Concessionaire"), with				
33908, to amend the O	n-Demand Taxio	ab Concessi	ion Agreement I	between the parties
dated May 7, 2015,	and extended	under the	same terms	and conditions by
correspondence dated	November 28	, and Dece	mber 6, 2017	, (collectively, the
"Agreement").				

WHEREAS, the Parties entered into the Agreement granting Concessionaire the right to operate an On-Demand Taxicab concession to serve the ground transportation needs of Airport passengers and Concessionaire desires to furnish such services; and

WHEREAS, the initial term of the Agreement was three (3) years, later extended for an additional two (2) years by agreement of the Parties; and

WHEREAS, Authority subsequently issued a Request for Proposals for the On-Demand Taxicab Concession to award a new concession agreement upon expiration of the current Agreement; and

WHEREAS, Concessionaire has submitted the only response to the Request for Proposals and its proposal will be submitted to the Board of Port Commissioners for review and possible award of the concession; and

WHEREAS, the ongoing COVID-19 pandemic has caused significant delays in Authority's solicitation process, such that the Agreement will expire before the Board has an opportunity to review Concessionaire's proposal; and

WHEREAS, the Parties wish to extend the term of the Agreement on a month-to month basis to provide continuing on-demand taxicab service at the Southwest Florida International Airport.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, and payments provided below, the Parties agree as follows:

1. Recitals

The recitals above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2. <u>Section 3 – Term, Commencement Date, and Option to Renew</u> is amended to read:

The term of this Agreement is three (3) years, commencing on the first day of the month following the date first written above, and terminating three (3) years from such date, unless extended or sooner terminated as provided below.

Concessionaire shall commence operation of the on-demand taxicab concession at the Airport no later than 5:00 a.m., on July 1, 2015, (the "Commencement Date), unless otherwise directed by the Authority in writing.

Authority may, at its sole discretion, opt to renew this Agreement under the same terms and conditions for a single two (2) year extension term by giving the Concessionaire written notice of its intent to exercise or terminate the option to extend no less than six (6) months prior to the expiration date of the initial term. Concessionaire shall be ten (10) days from the date of receipt of Authority's written notice to notify Authority in writing of its acceptance of the additional term.

Subject to earlier termination as provided for in the Agreement, the term of the Agreement is extended on a month-to-month basis, commencing on July 1, 2020, and continuing until terminated by either party upon thirty (30) days written notice to the other.

3. Remaining Terms

The remaining provisions of the Agreement remain in full force and effect as if set forth in this First Amendment Agreement in full.

IN WITNESS WHEREOF, the Authority has caused these presents to be executed in its name by its authorized representative, and Concessionaire has hereunto caused these presents to be executed in their name, all the day and year first above written.

ATTEST: LINDA DOGGETT Clerk of the Circuit Court	BOARD OF PORT COMMISSIONERS LEE COUNTY, FLORIDA		
By: Deputy Clerk	By: Chair or Vice Chair		
	Approved as to Form for the Reliance of the Lee County Port Authority Only:		
	By: Port Authority Attorney's Office		
Signed, Sealed and Delivered in the presence of:	MBA AIRPORT TRANSPORTATION, LLC - CONCESSIONAIRE		
Witness	Authorized Signature		
Witness	By: Printed Name		
SEAL	Title		

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board rank qualifications 5. CATEGORY: 23. submitted for LOQ #20-33 Construction Engineering & Inspection Administrative Agenda Services for the RSW Airside Pavement Rehabilitation - Airfield Electrical Vault project at Southwest Florida International Airport. 2. FUNDING SOURCE: N/A 6. ASMC MEETING DATE: 6/16/2020 3. TERM: TBD 4. WHAT ACTION ACCOMPLISHES: Competitively selects a firm to 7. BoPC MEETING DATE: 6/25/2020 perform construction engineering and inspection services pursuant to new state requirements. 8. AGENDA: 9. REQUESTOR OF INFORMATION: CEREMONIAL/PUBLIC PRESENTATION (ALL REQUESTS) NAME Mark Fisher CONSENT **ADMINISTRATIVE** DIV. Development 10. BACKGROUND:

Southwest Florida International Airport has a network of airside pavement infrastructure that has been constructed at various times from as early as 1979 (during the original RSW construction) through 2005 (as part of the Midfield Terminal construction). In order to perform the necessary rehabilitative measures to correct existing pavement distresses, the Port Authority has embarked on a program that involves the rehabilitation of certain airfield pavements including Parallel Taxiway F, its adjacent connector taxiways, segments of Parallel Taxiway A, Taxiway G2, as well as airfield lighting upgrades. Also included in the scope of the program is a new airfield electrical vault that will serve to reduce the burden on the existing vault and more efficiently serve the needs of future airfield electrical demands.

To complete these efforts, on November 3, 2016, the Board approved a contract with Kimley-Horn Associates to perform design services associated with this program. At that same meeting, the Board also approved a contract with Owen Ames Kimball to perform Construction Manager/General Contractor Services for these improvements. At the time of the original design contract approval, it was anticipated that Kimley-Horn Associates would perform all construction engineering inspections. However, on June 26, 2019, the Governor signed HB 905 into law creating a new requirement (Florida Statute 337.12 (7)), which stated that the entity performing design services and construction engineering/inspection services could not be the same entity on state grant funded projects. Consequently, FDOT has updated their grants to include this provision. To maintain compliance and ensure agency participation in construction grant funding, the Port Authority must engage a firm other than project designer Kimley-Horn Associates to perform construction engineering/inspection services for the state grant funded portion of work. For this project, state grant funding is planned to be applied to the new Airfield Electrical Vault.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC</u> <u>DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Mark R. Sisher	Fictoria Œ. Moreland	X/A	Brian (W. McGonagle	Gregory &b. Hagen	Benjamin R. Obiegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

As a result, a Request for Letters of Qualifications (LOQ) was advertised on March 9, 2020 for Construction Engineering and Inspection Services to support construction of the Electrical Vault. A non-mandatory pre-LOQ meeting was held on March 24, 2020, to more specifically discuss the services related to this LOQ and to answer any questions from potential respondents. The LOQ was advertised in local newspapers throughout Southwest Florida, on the Port Authority's website, as well as in statewide and national aviation trade publications. On April 15, 2020, four (4) LOQs were submitted from the following firms (listed in alphabetical order):

- A2 GROUP, INC.
- AVCON, INC.
- EG SOLUTIONS, INC.
- MICHAEL BAKER INTERNATIONAL, INC.

A publicly noticed Staff Evaluation Committee meeting was held on May 4, 2020 to develop staff summaries, review comments and recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding LOQs. Staff's review of the written LOQs was done in accordance with the May 2019 Board approved revisions to the LCPA Purchasing Manual placing emphasis on concurrent consultant workload, which ranks higher qualified firms that submit good proposals and do not already have other concurrent contracts with LCPA. As a result, the Staff Evaluation Committee scored the LOQs as follows:

- 1. MICHAEL BAKER INTERNATIONAL, INC.
- 2. AVCON, INC.
- A2 GROUP, INC.
- 4. EG SOLUTIONS, INC.

Staff recommends that the ASMC rank firms in accordance with staff's review and scoring of the written qualifications and requests the Board authorize staff to begin contract negotiations with MICHAEL BAKER INTERNATIONAL, INC.

However, if the ASMC would like to hear oral presentations prior to their ranking, staff recommends those be held with the top three (3) firms as reviewed and scored by staff, with presentations held at a future ASMC meeting.

Attachments:
Staff Summaries
LOQ #20-33 Responses
LOQ #20-33 Solicitation
Addendum #1
Addendum #2
Current LCPA Workload Summary
References

A2 Group, INC., (A²)

Project Manager (PM): Benjamin Brown, P.E. (currently working in Orlando, FL office).

PM Education: B.S. in Civil Engineering – Florida State University.

PM Years of Experience: 20 years total, 1 year with this firm.

PM Local Experience: No years of working in southwest FL.

PM Project Experience:

- Greater Orlando Aviation Authority Continuing Program & Project Management Services (>124 Tasks) (\$50M)/Silber Airways Refurbishment of Former Comair Office Building #901 & Hangars
- Orlando Int'l Airport Runway 18L/36R Rehabilitation & Related Work (\$30M)/Remark Runway 17L/35R & Runway 18L/36 (\$20M)/Virgin Trains Rail Corridor (7 Miles) Design/ Runway 17L FAA ALSF-2 Modifications/ Taxiways B9 & C Rehabilitation (\$6M)/ Taxiway J Rehabilitation (\$19M)/Airside 1 & Airside Apron Rehabilitation/Cell Lot, Taxi Hold, Bus Hold, & Return to Terminal A Road
- Q Orlando Int'l Airport Virgin Trains Maintenance Facility Program Design Phase
- Orlando Executive Airport Enhancement of Airfield Safety (\$4.2M)

Firm's Experience & Support Staff:

Offices: Headquartered in Miami, FL.

<u>Southwest Florida office</u>: One (1) office in southwest Florida – Punta Gorda.

Employees: 39 total employees, eight (8) in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Orlando Int'l Airport Centerfield Administration Building (\$2.3M) (Acting as Prime CEI Consultant)
- Orlando Int'l Airport Heintzelman Rent-A-Car Storage Lot #1(\$19.6M) (Acting as Prime CEI Consultant)
- Orlando Int'l Airport Electric Manhole 33 & 37 Replacement with Junction Can Plaza Structures (\$196k) (Acting as Prime CEI Consultant)
- Orlando Int'l Airport AOA Security Fence Upgrade (\$739k)) (Acting as Prime CEI Consultant)
- Orlando Int'l Airport Parking Garage A Fire Alarm Upgrades (\$872k) (Acting as Prime CEI Consultant)
- Orlando Int'l Airport Airside 1 & 3 Slab Replacement (\$1.2M)
- Orlando Executive Airport Runway Incursion Mitigation (RIM) & Related Improvements Taxiway A Rehab (\$4.2M) (Acting as Prime CEI Consultant)

<u>Overall Proposal:</u> Staff felt that this was the #3 best written proposal. A2 is a Florida based engineering, landscape architecture and construction management firm with airport project experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; excellent executive summary discussion including understanding of goals; PM and Firm demonstrates recent extensive CEI experience at Orlando Int'l Airport (including Electrical Vault work) and additional CEI work for other agencies in FL; and Firm has southwest FL presence. Proposal weaknesses include: Firm nor PM has RSW or FMY project experience, or other southwest Florida project experience; proposal lacks details of project approach; some of the firm experience listed repeats PM experience; some project cost information not provided; PM assigned Orlando work slated for same period as this project; and PM has good relevant experience yet while at prior employer. Fair DBE & W/MBE discussion including statement of commitment, but lacking detailed historical achievement data. Firm is a certified DBE and MBE.

References: (2) PM references received, (1) Firm reference received; all were favorable.

AVCON, INC.

Project Manager (PM): Robert Hambrect, P.E. (currently working in Orlando, FL office).

PM Education: B.S. in Civil Engineering – State University of New York at Buffalo.

PM Years of Experience: 20 years total, 7 year with this firm.

PM Local Experience: No years of working in southwest FL.

PM Project Experience:

- Daytona Int'l Airport Taxiways N & A Improvements (including Upgraded Vault) (\$36M)
- Orlando Melbourne Int'l Airport Runway 9R/27L (including associated Vault Work)
 (\$18.8M)
- Valkaria Airport Runway 14/32 Rehabilitation (including new Electrical Vault) (\$4M)
- Arthur Dunn Airpark PAPI Replacement (improvements to Electrical Vault) (\$241k)
- Q Leesburg Int'l Airport Seaplane Ramp & Taxiway (\$2.6M)
- Q Orlando Melbourne Int'l Airport 110 Aerospace Drive Hangar Improvements (\$3M)
- Greenville-Spartanburg Int'l Airport Air Carrier Terminal Apron Replacement Phases 1-3 (\$17.9M)

Firm's Experience & Support Staff:

Offices: Headquartered in Orlando, FL.

Southwest Florida office: One (1) office in southwest Florida – Fort Myers.

Employees: 102 total employees, two (2) in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q FMY Airfield Rehabilitation Program: Rehabilitate Runway 5/23, Associated Taxiways & Airfield Lighting & Vault (Program #1); Rehabilitate Runway 13/31 & Associated Taxiways (Program #2) (Acting as a sub consultant)
- Ormond Beach Municipal Airport Taxiway G & New Electrical Vault (\$4M)
- Orlando Int'l Airport Upgrade Airfield Lighting Equipment for Runways 17R/35L, 18R &
 18L & Associated Taxiways (including engineering design of Lighting Vault)
- Q Kinston Regional Airport Relocate Electric Vault & Airfield Lighting Improvements (\$1.6M)
- Zephyrhills Municipal Airport Electrical Upgrades (including new Airfield Electrical Vault)
 (\$600k)

<u>Overall Proposal:</u> Staff felt that this was the #2 best written proposal. AVCON is a FL based Aviation and Airport consulting and engineering firm with airport project experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; firm has acted as sub consultant on previous Port Authority work; excellent executive summary discussion including understanding and approach to project; extensive experience with support staff; PM demonstrates FL CEI experience on Airfield Electrical Vaults, as well as other FL CEI airport electrical vault experience; and Firm has local presence. Proposal weaknesses include: PM has no RSW or FMY project experience; one (1) PM reference not provided; and executive summary lacked details about Port Authority electrical vault project. Very good DBE & W/MBE discussion with statement of commitment and historical achievement data; and Firm is a certified MBE firm, graduating in 2017 from a DBE status.

<u>References:</u> (1) PM reference received, (2) Firm references received – (1) was not in the correct form format; all were favorable.

EG SOLUTIONS, INC.

Project Manager (PM): Charles Wilson, CGC (currently working in Lakewood Ranch, FL office).

PM Education: Bachelors in Building Construction – University of FL.

PM Years of Experience: 45 years total, <1 year with this firm.

PM Local Experience: 45 years of working in southwest FL.

PM Project Experience:

- Q Red Barn Flea Market (155,000 SF), Sarasota, FL (\$8M)
- O Rugs As Art (18,000 SF), Sarasota, FL (\$2M)
- Q Ashton Place Assisted Care Living Facility (48 Beds), Sarasota, FL (\$7M)
- Q Corporate Head Quarters Circle L Roofing, Lakewood Ranch, FL (\$4M)
- Q RUCHA, LLC (15,000 SF), Bradenton, FL (\$1.25M)
- Q McIntosh Business Center (58,000 SF), Sarasota, FL (\$5M)
- Q Howard Office Building (10,000 SF), Sarasota, FL (\$1M)
- Q Hassan Manor (4 story Condo), Sarasota, FL (\$4M)
- Q Fruitville Office Park (24,000 SF), Sarasota, FL (\$3M)
- Q Marina Jack Restaurant (10,000 SF), Sarasota, FL (\$3M)

Firm's Experience & Support Staff:

Offices: Headquartered in Lakewood Ranch, FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 10 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q Punta Gorda Airport Airfield Electrical Vault (\$1.2M)
- Q Punta Gorda Airport Apron Expansion (\$3.3M)
- O Daytona Int'l Airport Airfield Electrical Vault (\$680k)
- Q Naples Municipal Airport Taxiway A/Water Management System Improvements (\$8M)
- Q Spruce Creek Airport Runway 5/23 Improvements (\$1M)

Overall Proposal: Staff felt that this was the #4 best written proposal. EG SOLUTIONS, INC. is a Florida Engineering firm with airport project experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; PM demonstrates southwest Florida experience as well as other FL airport experience; and Firm/support staff has experience with electrical vaults at FL airports. Proposal weaknesses include: proposed PM does not have any airport project experience; PM with firm for less than one year; Executive Summary discussion very brief and lacking details for project approach; Firm nor PM has RSW or FMY project experience; Firm does not have southwest Florida presence; Firm does not demonstrate depth of staff; and PM experience limited to non-airport work all in Sarasota, FL; CEI experience of PM not noted; proposal states Firm has provided CEI services for hundreds of airport projects throughout FL with a focus on southwest FL, however projects not specifically listed. Very good DBE discussion; and Firm itself is DBE certified.

<u>References:</u> (2) PM references received – both for same project, (1) Firm reference received; all were favorable.

MICHAEL BAKER INTERNATIONAL, INC.

Project Manager (PM): John Archibald (currently working in Fort Myers, FL office).

PM Education: Diploma (General Studies), Chichester High School.

PM Years of Experience: 37 years total, 11 with this firm.

PM Local Experience: 9 years of working in southwest FL.

PM Project Experience:

- RSW Airside Development Package (Acting as Lead Inspector)
- Q RSW Revenue Control Package, Parking Garage, & Rental Car Facilities (Acting as Resident Project Representative & Lead Inspector)
- Q RSW Landside Development Package (Acting as Resident Project Representative)
- Q RSW New Midfield Terminal Airside Development (Acting as Resident Project Representative & Lead Inspector)
- Space Coast Regional Airport Airfield Lighting Rehabilitation & New Electrical Vault (\$287k) (Acting as Construction Specialist)
- Philadelphia Int'l Airport Runway(s) 9R/27L, 9L/27R, Taxiway S Rehabilitation Projects,
 New K5 High Speed (\$230M) (Acting as Senior Aviation Inspector)
- Roanoke-Blacksburg Regional Airport Aircraft Rescue and Firefighting Station Design & Construction Phase Services (\$5.2M) (Acting as Resident Project Representative)
- Atlantic City Int'l Airport Terminal Building Apron Expansion Design Phase I & II
 (\$19.9M) (Acting as Senior Aviation Inspector)
- Ocean Reef Club Airport Runway 5/23 Reconstruction (\$5.5M) (Acting as Construction Specialist)
- Sanibel Toll Plaza Reconstruction, Lee County, FL (\$15M) (Acting as Quality Control Manager)

Firm's Experience & Support Staff:

Offices: Headquartered in Pittsburgh, PA; six (6) offices in FL.

Southwest Florida office: One (1) office in southwest Florida.

Employees: 3,513 total employees, one (1) employee in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Mid-Ohio Valley Regional Airport Runway 3/21 Lighting & Replacement & Vault Improvements Design & Construction Services
- Q Alexandria Int'l Airport Electrical Vault, Airfield Lighting, Navigational Aids Design & Construction Services
- Thurgood Marshall Airport Taxiway T2 Lighting CM&I Services and Vault Upgrades
- Kent State University Airport Replacement of Airfield Lighting Vault
- Punta Gorda Airport New General Aviation Center Engineering Services
- Q State Route 31 Improvements and Resurfacing, Lee County, FL
- Physical Map Revision, Collier County, FL
- Rookery Bay Nature Trail Design and Construction Administration

<u>Overall Proposal:</u> Staff felt that this was the #1 best written proposal. MICHAEL BAKER is a national engineering firm with an aviation specialty. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; Firm has served >300 airports, including 45 in FL; Firm has 12 CM/CEI personnel in FL; firm has similar experience delivering CEI services for new airfield lighting vaults across the country; PM has prior RSW experience and other airport electrical vault experience; Firm has local presence including local PM location; and excellent executive summary discussion with good understanding of project approach. Proposal weaknesses include: although PM has extensive experience, PM is not college educated. Good DBE & W/MBE discussion including statement of commitment and historical achievement data.

<u>References:</u> (3) PM references received – (2) PM references did not include Project/Contract Names matching respective comments provided by each reference, (1) Firm reference received; all were favorable.

LOQ 20-33TLB

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT

Current LCPA Workload Summary

Proposer: A2 Group, Inc.

Contracts:

No current LCPA Contracts

Proposer: AVCON, Inc.

Contracts:

No current LCPA Contracts

Proposer: EG Solutions, Inc.

Contracts:

No current LCPA contracts

Proposer: Michael Baker International, Inc.

Contracts:

No current LCPA Contracts



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

REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 20-33TLB FOR

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT

DATED: March 9, 2020

DESIGNATED PURCHASING OFFICE CONTACT

Terri Bortz, Procurement Agent Telephone (239) 590-4554 Email: tlbortz@flylcpa.com

Mandatory Pre-Submittal Meeting:

Tuesday, March 24, 2020, at 10:00 a.m., local time Wright Brothers

Questions/Clarification Requests Deadline:

Friday, March 27, 2020 at 5:00 p.m., local time

Submittals Due:

Thursday, April 9, 2020, at 2:00 p.m., local time Wright Brothers



NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of Letters of Qualifications (LOQ) 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 Letters of Qualifications.

The following key dates have been established for the pre-submittal meeting, Letters of Qualifications opening and the deadline for submitting any requests for clarification of any information contained within this Request for Letters of Qualifications. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

A MANDATORY Pre-Submittal Meeting has been scheduled for 10:00 a.m. local time, Tuesday, March 24, 2020, at Southwest Florida International Airport, Wright Brothers Conference Room, 3rd floor, 11000 Terminal Access Road, Fort Myers, Fla. 33913-8899.

THIS PRE-SUBMITTAL MEETING IS MANDATORY. LOQs will not be considered from firms that did not attend the mandatory meeting.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications.

DEADLINE FOR CLARIFICATION REQUESTS

Friday, March 27, 2020, by 5:00 p.m., local time is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Letters of Qualifications. All inquiries, suggestions or requests pertaining to this Request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Respondents, while ensuring an expeditious selection process.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING:

Sealed Letters of Qualifications must be received at Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Ft. Myers, FL 33913-8899, no later than **2:00 p.m.**, **local time**, **Thursday**, **April 9**, **2020**. Submittals will be publicly opened in the Wright Brothers Conference Room on the 3rd floor of the terminal building.



SECTION A INSTRUCTIONS TO RESPONDENTS

The Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed LOQs from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, respondents must meet the minimum qualifications and comply with the Instructions to Respondents contained in this Section A.

A.01 PUBLIC OPENING OF SEALED LOQS

Sealed letters of qualifications received after the stated time and date for the public opening will not be considered. It is the sole responsibility of the respondent to have their LOQ delivered to the location of the public opening on or before the stated time and date. If an LOQ is sent by U.S. Mail or other delivery service, the respondent will be responsible for its timely delivery to the opening location. LOQs delayed by mail or delivery service will not be considered, will not be opened at the public opening and arrangements will be made for their return at the respondent's request and expense.

No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening, the Authority will make public the names of the respondents submitting an LOQ and the city and state in which they reside.

The Authority will not discriminate against individuals with disabilities. In accord with the Americans with Disabilities Act, any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.02 SUBMISSION OF SEALED LOQS

The contents of your sealed LOQ package must include:

- One (1) original clearly marked 'Original' and labeled with the proposing firm name and address, and:
- Eight (8) identical hard copies which clearly identify the responding firm and are each marked 'Copy', and;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. <u>Do not</u> password protect or otherwise encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Respondents must submit the complete LOQ in one sealed package clearly marked "LOQ 20-33TLB CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR RSW AIRFIELD ELECTRICAL VAULT" with the return address of your company clearly marked on the outside.



Electronically submitted or faxed LOQs will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to release its solicitation documents including any addenda or award results. Interested firms may register with Public Purchase at https://www.publicpurchase.com or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the LOQ and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

A.04 QUESTION AND CLARIFICATION PERIOD

Each respondent must examine all Request for Letters of Qualifications solicitation documents and must judge 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 made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby interpretation, clarification or additional information can be given.

All inquiries, suggestions or requests pertaining to the Request for Letters of Qualifications must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received past the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. It shall be the responsibility of the Respondent, prior to submitting its LOQ, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into Respondent's submittal.

A.06 LOQ EXPENSES

All costs incurred by Respondent(s) in responding to this Request for Letters of Qualifications and in participating in any interviews, presentations, and/or demonstrations, including travel, shall be borne entirely by the Respondent.



A.07 BINDING OFFER

A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties are negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for Letters of Qualifications. LOQs will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

A.08 RESERVATION OF RIGHTS

The Authority reserves the right to accept or reject any or all LOQs; to select one or more LOQ(s); to re-advertise this Request for Letters of Qualifications; to postpone or cancel the procurement process related to this Request for Letters of Qualifications; to waive irregularities in the procurement process or waive technicalities in the LOQs submitted thereto; to request additional information and documentation; and to change or modify the LOQ schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any LOQ received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Letters of Qualifications is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.09 WITHDRAWAL OF LOQ

LOQs may be withdrawn by written request to the Purchasing Office if the Respondent discovers a mistake has been made <u>prior</u> to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened LOQ returned to the Respondent.

Negligence on the part of the Respondent in preparing its LOQ confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn LOQ shall not be resubmitted.

A.10 FALSE OR MISLEADING STATEMENTS

LOQs which contain false or misleading statements or which 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 LOQ and the attribute, condition, or capability is a requirement of this Request for Letters of Qualifications, such Respondent will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.11 NO LOBBYING

Respondents are hereby placed on notice that the 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 Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Letters of Qualifications. After the issuance of this solicitation, no prospective Respondent shall 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 Purchasing 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 requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.

All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their LOQ 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 HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.12 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any agreement resulting from this Request for Letters of Qualifications, in the exercise of its sole discretion, if a Respondent is found to have submitted a false certification under Section 287.135(5) F.S. 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 attached Scrutinized Companies certification form, 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 an LOQ under Section 287.135, Florida Statues.

A.13 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, 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 an LOQ on a contract to provide any goods or services to a public entity; may not submit an LOQ on a contract with a public entity for the construction or repair of a public building or public work; may not submit LOQs 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 shall 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.14 NONDISCRIMINATION

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Respondent 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 successful Respondent will not participate directly or indirectly in the discrimination prohibited by the act and applicable regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

A.15 GENERAL CIVIL RIGHTS

The successful Respondent shall comply with pertinent statutes and Executive Orders, and 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 successful Respondent 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.16 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE

The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and WMBE Programs. The Authority's DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.



A.17 PUBLIC RECORDS

LOQs received pursuant to this Request for Letters of Qualifications 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 Florida Statute, Section 119.071. If the Authority rejects all LOQs and concurrently notices its intent to reissue the solicitation, the rejected LOQs 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. An LOQ is not exempt for longer than twelve (12) months after the initial notice of rejection of all LOQs. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Respondent is performing services on behalf of the Authority, successful Respondent 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 Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent 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 successful Respondent transfers all public records to the Authority at the completion of the contract, the successful Respondent shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful Respondent keeps any public records, it shall 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.

A.18 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of an LOQ in response to this, Requests for Letters of Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of the entire LOQ as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the LOQ is non-responsive and therefore the LOQ will not be evaluated or considered.



Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a LOQ in response to this Request for Letters of Qualifications shall belong exclusively to the Authority.

Authority does not believe that any of the required information constitutes a Trade Secret. To the extent Respondent desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the LOQ that are not declared as trade secret. In addition, Respondent shall cite, for each trade secret claimed, the statute number which supports the designation. Further, LOQ shall offer a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Respondent shall provide a hard copy of its LOQ that redacts all information designated as trade secret. In conjunction with trade secret designation, Respondent acknowledges and agrees that:

- Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Respondents request for a trade secret exemption at any time and,
- 2) The Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) That after notice from the Authority that a public records request has been made for Respondents' LOQ, the Respondent at its sole expense shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Respondent in response to notice from the Authority shall be taken immediately, but no later than 10 calendar days from the date of notification or Respondent will be deemed to have waived the trade secret designation of the materials.

Respondent shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney's fees and costs) or claims arising from or related to the designation of trade secrets by the Respondent, including actions or claims arising from Authority's non-disclosure of the trade secret materials.

A.19 GOVERNING LAWS/RULES/REGULATIONS

The successful Respondent shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The Respondent shall ensure compliance with all 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.20 NEGOTATION OF THE AGREEMENT

Upon conclusion of the evaluation outline in Section D, below, and Board approval of the suggested ranking of responding firms, the successful Respondent(s) will be invited to enter negotiations. These negotiations are generally limited to the scope of services to be performed and the associated costs. The successful respondent's LOQ will serve as the basis for negotiating the scope of services to be performed under any resulting agreement.

A.21 AGREEMENT

The successful Respondent will be required to enter into a professional services agreement containing the terms and conditions set out in of this Request for Letters of Qualifications and any alternatives set out in the successful Respondent's LOQ where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.22 NONEXCLUSIVITY OF AGREEMENT

By responding to this Request for Letters of Qualifications any selected 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.23 AVAILABILITY OF PERSONNEL

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

A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.25 ASSIGNMENT OF AGREEMENT

The successful Respondent may not assign any agreement resulting from this Request for Letters of Qualifications without the prior written approval of the Authority.

A.26 AUDITABLE RECORDS

The successful Respondent that is awarded an agreement to provide services pursuant to this LOQ shall maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records shall 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. These records shall be maintained for five years after the expiration or termination of the agreement and shall be readily available for inspection upon reasonable notice.



A.27 TERMINATION

The agreement between the Authority and the successful Respondent 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 successful Respondent.

END OF SECTION A



SECTION B CONTRACT INFORMATION & SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority ("Authority") invites the submission of Letters of Qualifications from interested and qualified firms to provide **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES** to oversee the Airfield Electrical Vault Project at the Southwest Florida International Airport.

The scope of work for the Project includes: constructing an airfield electrical vault (2,160 SF) on a 1.1 acre site.

Work includes the installation of conduits, floor, foundation and walls, doors, lights and switches; the furnishing of all vault equipment, painting of the lighting of the vault or metal housing, Constant Current Regulators, Airfield Lighting Control Monitoring System, wiring, electrical buses, cabling, conduit, and cabinets; along with disconnect switches, conductors and grounding systems. Work shall also include the painting of equipment and conduit, marking and labeling of equipment and the labeling or tagging of wires, the testing of the installation, and the furnishing of all incidentals necessary to place the electrical vault into an operating condition as a completed unit. Work also includes installation of a back-up propane Generator and propane tanks and commissioning the electrical vault.

Other elements associated with this Project include mobilization and demobilization, maintenance of work traffic, site preparation, clearing, grubbing, erosion control, site grading, underground utilities, can plaza and conduit installation, demolition, new pavement, concrete sidewalks and equipment pads, sodding, #57 stone surfacing, storm drainage, screen wall, fire line extension, security fencing and gate, security cameras and keypad, fiber optic installation, electrical vault building structure and roof and related systems, mechanical and electrical equipment, fire protection and prevention, pavement markings, signage, including all materials, equipment, labor and incidentals required to purchase, install, and commission the complete the Project.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

The Lee County Port Authority owns and operates Southwest Florida International Airport (RSW) and Page Field (FMY). Southwest Florida International Airport is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany.

A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation offering a top-rated travel experience. The airport is currently undertaking a \$220+ million expansion project to meet the demands of increased passenger traffic. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.



Page Field is a thriving, award-winning airport that is home to more than 325 aircraft and 16 business. As the designated reliever airport for RSW, it handled more than 116,000 air operations in 2019 and has a regional economic benefit of \$385 million. Base Operations at Page Field opened in 2011, offering superior private aviation services at exceptional value, and has been consistently recognized as one of the top-rated FBOs in North America. Additional information about RSW and FMY is available online at www.flylcpa.com.

B.03 SCOPE OF PROFESSIONAL SERVICES

The Port Authority is requesting LOQs from interested firms to provide Construction Engineering and Inspection Services to oversee the construction of the RSW Airfield Electrical Vault Project in Lee County, Florida. The Project will be developed and construction will be based on the design prepared by Kimley-Horn & Associates, Inc. The Port Authority's CM/GC, Owen-Ames-Kimball Company, will competitively bid all subtrade packages and offer a total Project price to the Authority for work associated with the Airfield Electrical Vault.

Design Documents will be provided to the successful respondent at a later date.

The CEI consultant shall provide, at a minimum, personnel to monitor and inspect the services performed under the approved construction contract such that the Project is constructed in conformity with the plans, specifications, and special provisions and all other requirements set forth in the construction contract documents. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Port Authority, and direct the CM/GC to correct such observed discrepancies. Perform sampling and testing of component materials and completed work in accordance with the construction contract documents.

The CEI consultant will be required to perform the following duties:

Monitor and inspect Contractor's Construction Safety Phasing Plan, including any modifications to the Construction Safety Phasing Plan. Assist in coordinating the construction contract inspection activities of all parties other than the Contractor involved in completing the construction project. Inform the Port Authority's Project Engineer/Project Administrator assigned to the Project of any significant omissions, substitutions, defects, and deficiencies noted in the work of the CM/GC or Utility Agency/Owners (UAO). Produce reports, verify quantity calculations and field measurements for CM/GC payment purposes as needed. Work may also include survey control, geotechnical testing and other services listed below.

Key terms of the professional services agreement are anticipated to include:

• The term of the professional services agreement will be one year following the completion of construction and acceptance by the Authority, estimated to be four (4) years from the start of construction, without extension.

During the term of the professional services agreement, the Port Authority will have the right to reject any individual or sub consultant firm submitted by the Consultant to provide services under the Professional Services Agreement.



A sample of services that may be provided are outlined below:

- Submittals Review
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Engineering Inspections
- Systems commissioning
- Send recommendation to Engineer of Record for design changes
- Sampling and testing of materials
- Geotechnical Testing and Analyses
- On-site inspections
- Private provider 3rd party inspection services
- Surveying and Mapping/Check Survey Control items
- Project Reporting and Presentations
- Furnish and implement a Quality Assurance Plan and testing
- Monitor contractor quality control plan
- Maintain records of all activities
- Analyze contractor schedule for compliance with contract documents
- Reviewing proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serving as the Port Authority's Field Representative for technical matters
- Management of various sub consultant engineering subcontracts and disciplines
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Certification of final estimate
- Review and recommend As-built record final plans submittals
- Assist with post-construction claims review
- Prepare for arbitration hearings or litigation
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project

This Request for LOQs outlines a single point of contact and accountability whereby the Project Manager representing a single firm demonstrates his or her ability to manage the contract. As such, joint ventures are not preferred by Port Authority staff. However, nothing in this Request shall preclude the submittal of LOQs by joint venture firms. The evaluation and consideration of a submittal by a joint venture rests solely with the Airports Special Management Committee.



The Port Authority reserves the right to:

- Select more than one firm to perform services from among the respondents to this Request for Letters of Qualifications and award work among selected firms as the Port Authority sees fit.
- Accept or reject any Letters of Qualifications. 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, Letters of Qualifications or Requests for Proposals for the work or to perform the work with in-house or other resources after Letters of Qualifications are received from responding firms. Neither this LOQ, nor any subsequent agreements, shall be construed to guarantee work for the selected firm or firms.
- Object to the use of any sub consultant, subcontractor or material supplier, in which event, the firm shall submit and use an alternate sub consultant, subcontractor or material supplier reasonably acceptable to the Port Authority.

END OF SECTION B



SECTION C CONTENT AND ORGANIZATION OF LETTERS OF QUALIFICATIONS

The information each Respondent provides will be used to determine the most qualified Respondents and those with perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Section D, Evaluation of LOQs.

C.01 EVALUATION CRITERIA

The following criteria will be used to evaluate each Respondent:

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; and, volume of work previously awarded to each Respondent.

The information submitted in response to this Request for Letters of Qualifications serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Funding for services required under this agreement has not been secured. However, at this time the Authority is requesting state grant funds for tasks and projects that may be awarded under any agreement resulting from this Request for Qualifications. Pursuant to Florida Statutes Section 255.0991, in order to maintain grant eligibility of the contract projects and tasks as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this Section C must be contained within your LOQ. The contents of each LOQ must be <u>separated</u> and <u>arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as listed in this Section C., identifying the response to each specific item.</u>

All information should be submitted in Times New Roman 11 font on standard 8.5" x 11" letter size paper. Page limits apply to each section and include photos, graphics and all other information. Pages should be numbered. Submittal information should be stapled or bound, not clipped.

C.03 <u>Section 1 – Minimum Qualifications</u>

As a minimum qualification to receive consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of Services. If no licensing or certification is required, Respondent shall indicate same. Each Respondent must provide a copy of any applicable licenses and certificates. If licenses and certificates are not provided with the LOQ, the Authority may deem the LOQ nonresponsive.



C.04 Section 2 – Executive Summary & Organizational Chart

- 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 firm and current firm employees that will serve as support staff, discussion of organization structure (including organizational 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 Port Authority's goals and objectives. The primary goal of the Port Authority is to keep all projects on schedule, under budget and fully coordinated. The Executive Summary and organizational chart should not exceed three (3) pages total.
- Identify the firm's legal name that will be on any future executed contract. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida. Respondents intending to submit a LOQ 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 Section 489.119, prior to the date and time set for the public opening
- Describe in detail your firm's approach to the construction engineering inspection services required for the professional services agreement, drawing on previous experience with similar contracts, which includes the most critical steps that will be needed for its successful completion.

C.05 <u>Section 3 – Project Manager, Firm and Key Support Staff</u>

Complete **Form 1** with the following information (not to exceed 1 page):

- Provide the name, address and telephone number of one (1) person currently employed by the firm 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 with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his or her time to services required by the professional services agreement, to be located full-time in southwest Florida (if requested by the Authority), and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Port Authority. The Project Manager shall be available on demand throughout the term of the professional services agreement.
- Provide the office location where the Project Manager is currently working.
- Project Manager education including any degrees (list institutions) and certifications (i.e., PE, AICP, AIA, MAE).
- 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 the Project Manager has been employed and working in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties).
- Offices and Employees Please provide:
 - Total number of employees
 - o Address and phone number of corporate headquarters
 - Number of offices in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - Locations and current staffing number for each office in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - Locations and current staffing number of other offices in the US
- <u>Key Support Staff</u> Key personnel (maximum of 3) currently employed by the responding firm that will also be assigned to this contract supporting the PM as needed, please provide:
 - o Name
 - Education including any degrees (list institutions) and certificates (i.e., PE, AICP, AIA, AAAE)
 - Current office location
 - Number of years employed by this firm
 - Number of years working in southwest Florida (whether for this firm or another firm)
 - For each Key Support Staff member, identify one (1) contract similar to the professional services agreement identified in this Request for Letters of Qualifications that best demonstrates similar contract experience, the depth of the firm and the support to be offered to the PM

C.06 Section 4 - Project Manager Experience (not to exceed 3 pages)

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

- On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On other (non-similar) contracts in southwest Florida (demonstrating the PM's knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)
- On similar contracts at other US airports (demonstrating the PM's ability to work within an airport environment)



- Other relevant qualifications and experience
- For each contract listed above, the following information should be provided:
 - Contract Name
 - o Brief contract description
 - Role/Responsibility of PM on the contract
 - Total contract cost
 - Was the PM working for a prime or sub-consultant? If sub-consultant, please list the name of the prime firm
 - Contract start and completion dates

C.07 Section 5 - Firm Experience (not to exceed 2 pages)

- In addition to the experience of the PM (either working for the current firm or another firm), please identify additional experience offered by the firm. Provide a listing of contracts that the firm or members of the firm have worked on extensively that <u>best</u> demonstrates the firm's experience managing and participating:
 - On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - On other (non-similar) contracts in southwest Florida (demonstrating the Firm's knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - On similar contracts at other US airports (demonstrating the Firm's ability to work within an airport environment)
 - Other relevant qualifications and experience

C.08 Section 6 - DBE and W/MBE History and Plan (not to exceed 1 page)

Responding firms should 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.

Responding firms should 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 firm 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 selected for this contract.



C.09 Section 7 - References (not to exceed 3 pages)

Complete Form 2 and Form 3 with the following information:

- FORM 2 PROJECT MANAGER REFERENCES: Provide a listing of <u>at least two (2)</u> previous contracts that the person identified as the Project Manager served as Project Manager that best exemplifies his or her abilities to serve as Project Manager for the RSW Airfield Electrical Vault project. For each reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the Project Manager worked on the contract.
 - 3) Provide the name of the firm that employed the Project Manager during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of all projects. 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 submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's LOQ response.
- FORM 3 FIRM REFERENCES: Provide a listing of one (1) previous contract where the firm served a major role in completing that best exemplifies the firm's abilities to successfully perform Construction Engineering Inspection services for the RSW Airfield Electrical Vault project. For the contract reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the firm worked on the contract.
 - 3) Provide the name of the entity/organization that employed the firm during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract 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 submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's LOQ response.



C.10 Section 8 - Additional Requested Information (not to exceed 1 page)

Respondents are requested to provide a discussion on the following information to assist the Port Authority in reviewing responses to this Request for Letters of Qualifications:

- 1) On-call responsiveness of the Project Manager and firm
- 2) Willingness of the Project Manager and firm to accept all assignments (no job too small)
- 3) Timeliness of completing quick-turn assignments
- 4) Ability to meet project/contract budget and scheduling demands
- 5) Knowledge of local codes, regulations and permit requirements
- 6) Knowledge of TSA, FAA and FDOT regulations and requirements
- 7) Ability to work with other Consultants/Contractors team approach

C.11 <u>Section 9 - Conflict of Interest/Business Ethics Statement (not to exceed 1 page)</u>

Respondents shall disclose any circumstance where the conduct of the firm is being investigated or has been investigated in the past three (3) years by any legal 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 Port 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 LOQ, 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 shall 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 Port Authority Mitigation Lands, to whom the firm is currently providing services, or expects to provide services during the term of the professional services agreement, and the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Letters of Qualifications. If no conflicts exist, this fact should be stated.



C.12 <u>Section 10 - Requested Forms/Certification</u>

FORM 4: RESPONDENT'S CERTIFICATION (not to exceed 1 page) Each Respondent should complete, sign and notarize Form 4

FORM 5: LOBBYING AFFIDAVIT (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 5. Each Joint Venture Partner must complete, sign and notarize Form 5.

FORM 6: PUBLIC ENTITY CRIMES FORM (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 6

FORM 7: SCRUTINIZED COMPANIES CERTIFICATION (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 7

COPY OF CURRENT INSURANCE CERTIFICATE (not to exceed 1 page)

Each Respondent shall provide a copy of the current insurance certificate. Copies may be reduced to fit the page limitation requirement.

END OF SECTION C



SECTION D EVALUATION OF LOQS

D.01 LOQ EVALUATION

The Authority's Staff Evaluation Committee shall meet to review all LOQ's received at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive LOQs, the Staff Evaluation Committee shall forward all LOQs 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 firms 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 short-list Letters of Qualifications received in response to this LOQ. In accordance with this Request for Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, requests for 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 Letters of Qualifications. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall 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 LOQ must be the principal speaker.**

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection shall be based on its review and evaluation of the letters of 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 shall 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 shall 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 shall 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 LOQs, it shall 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 most 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 LOQ. Additionally, the Authority reserves the right to waive any informalities or irregularities in any LOQ and to reject any and/or all LOQ's in its sole discretion.

D.02 AUTOMATIC DISQUALIFICATION

Respondents shall be disqualified from consideration for award of an agreement for any of the following reasons:

- 1) Failure to attend mandatory Pre-submittal meeting
- 2) Failure to submit Respondent's Certification with the submitted LOQ
- 3) 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 Letters of Qualifications
- 4) Collusion with the intent to defraud or other illegal practices upon the part of any Respondent submitting an LOQ
- 5) Being on the Convicted Vendors List
- 6) Being on any Scrutinized Companies List or otherwise ineligible to submit an LOQ to provide services under Section 287.135, Florida Statutes
- 7) Not being registered to do business in the state of Florida prior to submitting an LOQ

D.03 RANKING OF LOQS

The Staff Evaluation Committee will determine from the LOQ's and subsequent investigation as necessary, the Respondent(s) whose LOQ 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 LOQs 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 a ranked order of preference of qualified Respondents to the ASMC and Board of Port Commissioners;
- 4) Receive written clarification of a submitted LOQ.

D.04 TENATIVE SCHEDULE

The following tentative schedule is established for this solicitation. Notices of the submittal due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at https://www.flylcpa.com/legalnotices/. Please refer to the website for specific information and any possible changes to the event(s):

March 24, 2020:	Mandatory Pre-Submittal Meeting at 10:00 a.m., local time, Wright Brothers
March 27, 2020:	Questions/Clarification Deadline by 5:00 p.m., local time
April 9, 2020:	Submittals DUE PRIOR to 2:00 p.m., local time
May 4, 2020:	Staff Evaluation Committee Meeting at 2:00 p.m., local time
May 19, 2020:	ASMC Meeting
June 16, 2020:	ASMC Meeting (if required)
June 25, 2020:	Board of Port Commissioners Meeting review of recommendation & approval of vendor selection
August 18, 2020:	ASMC Meeting contract review/approval
September 3, 2020:	Board of Port Commissioners Meeting contract review/approval

END OF SECTION D



SECTION E INSURANCE, INDEMNIFICATION & BONDS

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

No agreement will be made pursuant to this Request for Letters of Qualifications until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Respondent. The insurance provided will include coverage for all parties employed by the Respondent. At the discretion of the Authority, all insurance limits may be re-evaluated at any time during the term of the agreement.

COMMERICAL GENERAL LIABILITY	Each Occurrence Personal & Advertising Injury	\$1,000,000
Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.	Products & Completed Operations	\$2,000,000
AUTO LIABILITY	Combined single limit	\$5,000,000
Bodily injury and property damage for owned, hired & non-owned vehicles used in the performance of work		
WORKERS COMPENSATION	Per Florida Statutes	
EMPLOYER'S LIABILITY	Each Accident	\$500,000
	Disease – Each Employee	\$500,000
PROFESSIONAL LIABILITY		\$2,000,000

Acceptability of Insurers

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

Additional Insured

Lee County Port Authority shall be named as an additional insured on all policies except for workers' compensation and professional liability. The policy shall be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Waiver of Subrogation



All insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful respondent and its insurers in favor of the Authority on all policies including general liability, auto liability, employer's liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance

The successful Respondent shall provide a Certificate of Insurance with its LOQ and then annually on or before the anniversary date(s) of the insurance policy(s) renewal for as long as the agreement remains in effect. The successful respondent shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with the Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ. The appointed insurance agent or carrier shall 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

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

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

Change in coverage

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

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful respondent shall indemnify, hold harmless, and defend 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, loss of 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 successful respondent, or anyone performing any act required of the successful respondent in connection with performance of any contract awarded pursuant to this Request for Letters of Qualifications.

These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Lee County Port Authority.

END OF SECTION E



SECTION F - FORMS 1 - 7

[Remainder of page intentionally left blank]



FORM 1: Project Manager, Firm and Key Support Staff

<u>1.1</u>	Pro	iect 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; Working in SW Florida years		
<u>1.2</u>	Firn	<u> </u>		
	a.	Total Number of Employees:		
	b.	Corporate Headquarters (address & telephone #):		
	C.	Number of Offices in southwest Florida:		
	d.	Locations and Staffing Levels of Offices in southwest 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	Kev	Support Staff:		
·)		me:		
	•	Education:		
	•	Current Office Location:		
	•	Years With This Firm: years		
	•	Years Working in SW Florida: years		
	•	Experience on a Similar Project/Contract:		
		o Project/Contract Name:		
		o Project/Contract Location:		
		Title/Role During Project/Contract:		
7	· iva	Name:		
	•	Education:		
	•	Current Office Location:		
	•	Years With This Firm: years		
	•	Years Working in SW Florida: years		
	•	Experience on a Similar Project/Contract:		
		o Project/Contract Name:		
		Project/Contract Location:		
		Title/Role During Project/Contract:		
→	· Na	me:		
	•	Education:		
	•	Current Office Location:		
	•	Years With This Firm: years		
	-	Vears Working in SW Florida:		
	-	Years Working in SW 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 LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on Form 2 via email.

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 Purchasing Agent indicated on the form.

References should not be returned by the Respondent.

A minimum of two (2) reference responses are required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



Respondent)		
Purchasing Agent: Terri Bortz		
Due Date: before April 9, 2020		
Total # Pages: Phone: 239-590-4554		
Email: tlbortz@flylcpa.com		
ence for the Project Manager listed above.		
be filled out by person providing reference)		
be filled out by person providing reference;		
REFERENCE QUESTIONS****		
ed project?		
ger. tire project team including sub consultants?		
anager on this project?		
et?		
estions from the Owner regarding the project?		
ger and other members of the project team?		
ne Project Manager during this project?		
9. Was the Project Manager proactive in resolving issues?		
of your projects?		



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 one (1) reference that demonstrates 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 LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on Form 3 via e-mail.

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 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 3 to the Purchasing Agent indicated on the form.

References should not be returned by the Respondent.

At least one (1) reference is required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 3, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

5 G	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:	
UESTII	Firm Name:	(10 20 miles out 2) 20 q (10 pontion)	Purchasing Agent: <u>Terri Bortz</u> Due Date : <u>before April 9, 2020</u>	
FIRM REQUESTING REFERENCE	Project/Contract Name:		Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com	
	You or your fir	m has been requested to provide a reference for the	firm and project listed above.	
	Section 2	Please complete Sections 2 and 3 Reference Information – (To be filled out by person	n providing reference)	
	Name & Title:	Reference information – (To be fined out by perso	n providing reference)	
	Company:			
	Email:			
	Phone:			
	Section 3	***** FIRM REFERENCE QUESTIONS****		
	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 hi	ire this firm again?		
11. Additional comments or feedback.				



FORM 4: RESPONDENT'S CERTIFICATION

I have carefully examined this Request for Letters of Qualifications (LOQ), which includes scope, requirements for submission, general information and the evaluation and award process.

acknowledge receipt and incorporation of the following addenda:				
Addendum # Date:	Addendum # Date: Addendum # Date: Addendum # Date:			
Qualifications. I agree that the Authority	requested in this Request for Letters of terms and conditions herein shall take conditions submitted with the LOQ and agree			
and belief. I further certify that I am duly au	LOQ is truthful to the best of my knowledge thorized to submit this LOQ on behalf of the ondent is ready, willing and able to perform if			
further certify, under oath, that this LOQ is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a LOQ 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 LOQ; and hat the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.				
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 the partner) (joint venture partner) (president) (circle one) of (Resthat neither the Respondent nor its agents Agreement required by this Request for Letter Board of Port Commissioners, members of the or employees of the Lee County Port Authority Request for Letters of Qualifications. The prohas complied with the federal regulations con U.S.C. 1352 and 49 CFR Part 20 and the Lee	secretary) or (authorized representative) spondent), maker of the attached LOQ and have lobbied to obtain an award of the ers of Qualifications from the Lee County Airports Special Management Committee v, individually or collectively, regarding this spective Respondent further states that it cerning lobbying activities contained in 31
AFF	FIANT
The foregoing instrument was acknowledged bef	ore me on by
(name of per	son, officer or agent, title of officer or agent), of
	_ (corporation or partnership, if applicable), a
(State of incorpo	ration or partnership, if applicable), on behalf of
the (corporation or	partnership, if applicable). He/She is personally
known to me or has produced	as identification.
Signature of person taking acknowledgment	
Name typed, printed, or stamped	
(Title or rank)	
(Serial or Commission No.)	

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



<u>FORM 6:</u> PUBLIC ENTITY CRIMES CERTIFICATION <u>SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA</u> STATUTES

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

The Consultant 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 CONTRACTING OFFICER 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]			w
Notary Public – State of County of				
Sworn to and subscribed	d before me this	day of		,
20 Personally knowr	ı or produce	ed identification	· · · · · · · · · · · · · · · · · · ·	
(Type of identification)_				
Printed typed or stamped cor	mmissioned name (of Notary Public		



FORM 7: SCRUTINIZED COMPANIES CERTIFICATION

Respondent hereby certifies under penalties of perjury as of the date of submission of its LOQ to provide goods and services to the 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. Statute; 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. Statute (2016) 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 Letters of Qualifications.

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 PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR LOQ 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 THE 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	
Sworn to and subscribed before me this day	of,
20, by	
the following as identification	
identification) or is personally known to me.	
My Commission Expires	
[Stamp or seal]	
[Signature of Notary Public]	
[Typed or printed name]	



LEE COUNTY PORT AUTHORITY LEE COUNTY, FLORIDA

ADDENDUM #1

ISSUED March 23, 2020

Request for Letters of Qualifications (LOQ) 20-33TLB Construction Engineering & Inspection (CEI) Services for RSW Airfield Electrical Vault Project

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.

MANDATORY PRE-LOQ MEETING: Please be advised the Mandatory Pre-LOQ Meeting scheduled for Tuesday, March 24, 2020 at 10:00 a.m. local time, has been changed to a NON Mandatory Pre-LOQ Meeting.

Due to COVID-19, the Authority is offering electronic attendance to the presubmittal meeting through Google Meets. To remotely access this non-mandatory meeting, please refer to the following instructions:

REMOTE ACCESS:

- 1. If you have a device equipped with a camera and microphone, select the <u>link</u> below to access the remote meeting.
- 2. If you need to telephone in, call 1-443-606-2467 PIN: 107-556-572#
- 3. Do not sign-in sooner than 10 minutes before the 10:00 a.m. start time.
- 4. Mute your microphone after announcing your name and firm name.
- 5. Roll call will be taken during the meeting. In addition, the Authority requires verification of attendance and feedback on the remote session by emailing tlbortz@flylcpa.com.

Join Hangouts Meet

meet.google.com/aon-uwxz-aqe

END OF ADDENDUM

Authorized by:

Melissa M. Wendel, CPPO Procurement Manager

Distribution

Gregory S. Hagen, Legal Mark Fisher, Development Emily Underhill, Development Terri L. Bortz, Purchasing



ADDENDUM #2 ISSUED April 8, 2020

REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 20-33TLB CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.

- Item 1. <u>LOQ SUBMITTAL DEADLINE</u>: Respondents are hereby notified the due date for submission of Letters of Qualifications has been changed to WEDNESDAY, APRIL 15, 2020 at 2:00 P.M. LOCAL TIME
- **Item 2. ELECTRONIC SUBMITTAL:** LOQ's will be received electronically through Public Purchase up until 2:00 p.m. on April 15, 2020. The notice that was originally broadcast in Public Purchase has been retracted since it required paper submission and provided no means for electronic submittal. The notice has been reposted in Public Purchase to allow for electronic bid submittal. This retraction and reposting is solely to accommodate the change in the method in which to submit an LOQ.
- Evaluation Criteria. Add the following paragraph to the end of Item C.01:

 Pursuant to Board policy direction, the Port Authority desires to spread available work among qualified firms when possible and to offer opportunities for firms to gain airport experience which will offer the Port Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of firms that are currently heavily committed to Port Authority projects will be evaluated along with the expected continued workload to be experienced during the term of a contract resulting from this Request for Letters of Qualifications.
- Item 4. <u>Section B. Contract Information and Scope of Services, Item B.03, Scope of Professional Services.</u> Add the following to the bulleted list appearing on page 13:
 - Perform 3rd party private provider inspection services on behalf of the Lee County Building Department.
 - Submit all information required by Lee County and Florida Statutes that is required to perform these services in a timely manner.
- **Item5. QUESTIONS & RESPONSES:** The following questions were received by potential respondents on or before the date and time set for receipt of clarification requests. Responses are provided as follows:



- **Q1.** Please provide list of attendees of the pre-bid conference.
 - **A.** The attendance sheet is attached and included as part of this addendum.
- **Q2.** Please advise if a teleconference number will be provided for the pre bid conference.
 - A. Yes, this information was provided in Addendum #1
- **Q3.** Due to Covid-19 forcing offices to close (through April in many cases), will the Port Authority accept electronic signatures on all hard copy forms?
 - **A.** Yes, an electronic submittal will be accepted through Public Purchase.
- **Q4.** Due to Covid-19 forcing offices and print shops to close (through April in many cases), will the Port Authority accept the Letters of Qualifications (LOQ) responses with only with an electronic copy?
 - A. See Item 2.
- Q5. Will night work or more than one work shift per day be expected for the project?

A. No

END OF ADDENDUM

Authorized by:_

Melissa M. Wendel, CPPO Procurement Manager

Distribution

Gregory S. Hagen, Legal Mark Fisher, Development Emily Underhill, Development Kristina Whitmire, Development Terri L. Bortz, Purchasing



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

REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 20-33TLB FOR

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT

DATED: March 9, 2020

DESIGNATED PURCHASING OFFICE CONTACT

Terri Bortz, Procurement Agent Telephone (239) 590-4554 Email: tlbortz@flylcpa.com

Mandatory Pre-Submittal Meeting:

Tuesday, March 24, 2020, at 10:00 a.m., local time Wright Brothers

Questions/Clarification Requests Deadline:

Friday, March 27, 2020 at 5:00 p.m., local time

Submittals Due:

Thursday, April 9, 2020, Wednesday, April 15, 2020, at 2:00 p.m., local time Wright Brothers Public Purchase Electronic Submission



NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of Letters of Qualifications (LOQ) 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 Letters of Qualifications.

The following key dates have been established for the pre-submittal meeting, Letters of Qualifications opening and the deadline for submitting any requests for clarification of any information contained within this Request for Letters of Qualifications. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

A MANDATORY Pre-Submittal Meeting has been scheduled for 10:00 a.m. local time, Tuesday, March 24, 2020, at Southwest Florida International Airport, Wright Brothers Conference Room, 3rd floor, 11000 Terminal Access Road, Fort Myers, Fla. 33913-8899.

THIS PRE-SUBMITTAL MEETING IS MANDATORY. LOQs will not be considered from firms that did not attend the mandatory meeting.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications.

DEADLINE FOR CLARIFICATION REQUESTS

Friday, March 27, 2020, by 5:00 p.m., local time is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Letters of Qualifications. All inquiries, suggestions or requests pertaining to this Request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Respondents, while ensuring an expeditious selection process.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING:

Sealed Letters of Qualifications must be received at Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Ft. Myers, FL 33913-8899, no later than **2:00 p.m., local time, Thursday, April 9, 2020 Wednesday, April 15, 2020.** Submittals will be publicly opened via Google Meets remote access. in the Wright Brothers Conference Room on the 3rd floor of the terminal building.



A sample of services that may be provided are outlined below:

- Submittals Review
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Engineering Inspections
- Systems commissioning
- Send recommendation to Engineer of Record for design changes
- Sampling and testing of materials
- Geotechnical Testing and Analyses
- On-site inspections
- Private provider 3rd party inspection services
- Surveying and Mapping/Check Survey Control items
- Project Reporting and Presentations
- · Furnish and implement a Quality Assurance Plan and testing
- Monitor contractor quality control plan
- Maintain records of all activities
- Analyze contractor schedule for compliance with contract documents
- Reviewing proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serving as the Port Authority's Field Representative for technical matters
- Management of various sub consultant engineering subcontracts and disciplines
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Certification of final estimate
- Review and recommend As-built record final plans submittals
- Assist with post-construction claims review
- Prepare for arbitration hearings or litigation
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project

Additional Services added - Addendum #2

- Perform 3rd party private provider inspection services on behalf of the Lee County Building Department.
- Submit all information required by Lee County and Florida Statutes that is required to perform these services in a timely manner.



SECTION C CONTENT AND ORGANIZATION OF LETTERS OF QUALIFICATIONS

The information each Respondent provides will be used to determine the most qualified Respondents and those with perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Section D, Evaluation of LOQs.

C.01 EVALUATION CRITERIA

The following criteria will be used to evaluate each Respondent:

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; and, volume of work previously awarded to each Respondent.

The information submitted in response to this Request for Letters of Qualifications serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Funding for services required under this agreement has not been secured. However, at this time the Authority is requesting state grant funds for tasks and projects that may be awarded under any agreement resulting from this Request for Qualifications. Pursuant to Florida Statutes Section 255.0991, in order to maintain grant eligibility of the contract projects and tasks as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation.

Pursuant to Board policy direction, the Port Authority desires to spread available work among qualified firms when possible and to offer opportunities for firms to gain airport experience which will offer the Port Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of firms that are currently heavily committed to Port Authority projects will be evaluated along with the expected continued workload to be experienced during the term of a contract resulting from this Request for Letters of Qualifications.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this Section C must be contained within your LOQ. The contents of each LOQ must be <u>separated</u> and <u>arranged with tabs in an electronic version.</u> 8.5" x 11" format and in the same order and following the same format as listed in this Section C., identifying the response to each specific item.

All information should be submitted in Times New Roman 11 font setup as standard 8.5" x 11" letter size paper. Page limits apply to each section and include photos, graphics and all other information. Pages should be numbered. Submittal information should be stapled or bound, not clipped.



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

- 1		Firm Reference Information (To be		
REFERENCE	Section 1	fillediout by LOQ Respondent)	Please complete and return to	
REFERENCE	Firm Names	(AZ GROUP)	Purchasing Agent: Terri Bortz	
ER	Firm Name:	HZ GALLY	Due Date: before April 9, 2020	
Ë		CONTINUE PROGRAM AND	Total # Pages: \(\) Phone: 239-590-4554	
•	Project/Contract Name:	PROJECT MAN AGRMENT	Email: tlbortz@flylcpa.com	
	Name.	SERVICES		
	You or your fi	m has been requested to provide a reference for th		
	Sedlan2	Please complete Sections 2 and 3 Reference information = (Notbe filled out by/per	The state of the s	
	C1-20/11/21/2			
	Name & Title:	MIKE PATTERSON, DIRECTO	L of construction	
ļ	Company:	GREATER ORLANDO AULATION	AUTHORITY (GOAA)	
	Email:	MPATTERSO, & GO, AA. O/LG	•	
	Phone:	407-825-2460		
	ा शिव सीला (र	WWW.FIRMIREFERENCE QUESTIONS		
	1. What was your	job title and role during the referenced project/con	tract?	
	DIRECTOR	C OF CONSTRUCTION		
		ervices provided by the firm.		
	OWNELS AUTHORIZED REPRESENTATIVE/CONTRACT MANAGEMENT			
	3. How responsive was the firm in providing necessary resources to the Project Manager?			
	JERY RESPONSIVE			
	4. How was the relationship between this firm and sub consultants and other project team members?			
	UERT G	·		
	5. Was the project completed on time and under budget?			
	465, W	WITHE CONTRACTS		
	6. How quickly di	d the firm respond to questions from the Owner re	garding the project?	
	WITHA	AN HOUR		
	7. In your opinion	n, what was a strength exhibited by the firm?		
	TECHNIC.	AL EXPERTISE		
8. Was the firm proactive in resolving issues?				
	4125	4		
	9. Was the firm a	ccountable for project mistakes that were brought	to their attention?	
	465			
	10. Would you h	re this firm again?		
	YES			

LOQ 20-33 TLB - CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT



GER	Section 1	<u>Project Manager Information</u> (to be filled out by LOQ Respondent)	Please complete and return to:	
ANA	Project Manager Name:	BEN BROWN/CHUS KIEFFER	Purchasing Agent: Terri Bortz	
PROJECT MANAGER REQUESTING	Firm Name:	AZ GLOUP	Due Date: <u>before April 9, 2020</u> Total # Pages: \	
ROJE RE	Project/Contract Name:	PROCHAMINET MANAGINET	Phone: 239-590-4554	
<u>~</u>	Phone:		Email: tlbortz@flylcpa.com	
Į į	You or your firm	n has been provided as a reference for the Project Please complete sections 2 and 3	Manager listed above.	
	Section/2	Reference Information (No be filled out by pers	son providing reference)	
	Name of Person Providing Reference:	MIKE PATTERSON		
	Firm Name:	GREATER GRLANDO AVIATO	W AUTHORITY (GORA)	
	Title:	DIRECTOR OF CONSTRUCTIONS	S	
	Phone:	407-825-2460		
	Section 3. ****** PROJECT MANAGER REFERENCE QUESTIONS****			
	1. What was your job title and role during the referenced project?			
	DIRECTOR OF CONSTRUCTION			
	2. Describe the services provided by the Project Manager.			
	OWNERS AUTHORIZED IZELIESENTHUE/CONTRACT WANAGEMENT			
	3. Was the Project Manager effective in leading the entire project team including sub consultants?			
	TES			
	4. How responsive and responsible was the Project Manager on this project?			
	VERT			
	5. Was the project completed on time and under budget?			
	YES, MULTIPLE			
E	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?			
	GENERALLY WITHA AN HOIL			
	7. How was the relationship between the Project Manager and other members of the project team?			
	VIBRT 6000			
		vas a strength exhibited by the Project Manager de	uring this project?	
12ELI ABLE				
	9. Was the Project Manag	er proactive in resolving issues?		
	YE 5			
	10. Would you hire this Project Manager again for one of your projects?			
	YES			
1	11. Additional comments or feedback.			



ER	Section 1	Project Manag (to be filled out by		Please complete and return to:	
NAG ING	Project Manager Name:			Purchasing Agent: Terri Bortz	
PROJECT MANAGER REQUESTING	Firm Name:	A² Group, Inc.		Due Date: before April 9, 2020 Total # Pages:	
)JEC REQI	Project/Contract Name:	BP 43 RIM Project.		Phone: 239-590-4554	
PRO	Phone:	(407) 447-5610		Email: tlbortz@flylcpa.com	
	You or your firm	n has been provided as a Please compl	reference for the Project ete sections 2 and 3	Manager listed above.	
	Section 2		(To be filled out by pers	on providing reference)	
	Name of Person Providing Reference:	Cyrus Callum			
	Firm Name:	GOAA			
	Title:	Director of General Aviation	on		
	Phone:	407-896-9171			
	Section 3	***** PROJECT MANA	GER REFERENCE QUES	TIONS****	
	1. What was your job tit	le and role during the refe	renced project?		
Director of the airport. /Client.					
	2. Describe the services provided by the Project Manager.				
	oversight, review, clarifications, RFI's,				
	3. Was the Project Manager effective in leading the entire project team including sub consultants?			uding sub consultants?	
			Yes		
	4. How responsive and	responsible was the Proje	ct Manager on this projec	et?	
		Very	responsible.		
	5. Was the project comp	oleted on time and under l	oudget?		
		yes on time,	yes within budget.		
	6. How quickly did the F	Project Manager respond t	o questions from the Ow	ner regarding the project?	
			nediately.		
	7. How was the relation	ship between the Project I	Manager and other memb	ers of the project team?	
	very amicable.				
	8. In your opinion, what was a strength exhibited by the Project Manager during this project?				
	very strong.				
	9. Was the Project Mana	ager proactive in resolving			
	40 Wandahaan bin 41 5	halast Manager and C	yes		
	10. Would you hire this F	Project Manager again for			
	44 Additional account = ::4-	ou foodbook	yes		
	11. Additional comments or feedback.				
	PM knows his subject matter.				



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

\G	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:	
STI			Purchasing Agent: Terri Bortz	
FIRM REQUESTING REFERENCE	Firm Name:	AVCON, Inc.	Due Date: <u>before April 9, 2020</u> Total # Pages:	
I RE	Project/Contract	MLB Runway 9R-27L Rehabilitation	Phone: 239-590-4554	
FIRN	Name:		Email: tlbortz@flylcpa.com	
	You or your fi	rm has been requested to provide a reference for the	firm and project listed above.	
	-	Please complete Sections 2 and 3		
	Section 2	Reference Information – (To be filled out by perso	n providing reference)	
	Name & Title:	David W. Perley, AIC, Director of C	Capital Improvements	
	Company:	Melbourne Airport A	uthority	
	Email:	dperley@mlbair.d	com	
	Phone:	321.723.6227 EXT	. 162	
	Section 3	***** FIRM REFERENCE QUESTIONS****		
	1. What was you	rr job title and role during the referenced project/cont	ract?	
	Di	rector of Capital Improvements for the Airport Authority. O	wner of the Project.	
	2. Describe the	services provided by the firm.		
	Design, Bidding and Construction Phase Services, including full time Resident Engineering and Inspection.			
	3. How responsive was the firm in providing necessary resources to the Project Manager?			
	AVCON supported	d the PM with the resources necessary to complete the de	sign and construction on schedule.	
	4. How was the	relationship between this firm and sub consultants a	nd other project team members?	
	AVCON worke	d very well with all team members, including the design su	bs, the contractor and the ATC.	
		ct completed on time and under budget?		
		ner delayed the opening of the runway on time. The project		
		lid the firm respond to questions from the Owner reg		
		equired on this project almost immediately. AVCON's res	ponse time exceeded expectations.	
	-	n, what was a strength exhibited by the firm?		
	AVCON's ability to p	AVCON's ability to provide multiple qualified discipline specific inspectors including pavement and airfield electrical.		
	8. Was the firm proactive in resolving issues?			
	Yes. There was a tremendous amount of activity around the clock during construction and AVCON was able to stay out in front of the issues.			
	9. Was the firm accountable for project mistakes that were brought to their attention?			
		n/a		
	10. Would you h	ire this firm again?		
	4.4	Yes.		
	11. Additional comments or feedback.			
	The construction schedule was aggressive and AVCON provided the right team for the job.			



BUSINESS SERVICES

Purchasing and Contracts Division

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608 Phone: 386-736-5935 • Fax: 386-736-5972

E-mail: purchasing@volusia.org • www.volusia.org/purchasing

April 15, 2020 PR-L-20-302

RE: AVCON, INC.

To Whom It May Concern:

AVCON, Inc., was awarded a Contract for Engineering Services for the design, bidding, and post design phases for the Taxiway November and Alpha improvement project on July 2, 2015 and it is scheduled to expire on July 6, 2020. The following are the task assignments assigned to this project and their amounts:

- Design and Bidding for \$2,033,191.00
- Project Design Construction Administration for \$167,835.00
- Repackage and Bidding Services for Schedules D&E for \$88,765.00
- Post Design Construction Administration, Schedule C for \$176,475.00
- Post Design Construction Administration, Schedule D for \$190,790.00
- Post Design Construction Administration, Schedule E for \$144,025.00

Sincerely,

Shaira D. Resto, MBA, CPPB Procurement-Contracts Manager Purchasing and Contracts

Shaira D. Resto



ER	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:				
NAG	Project Manager Name:	Robert Hambrecht	Purchasing Agent: Terri Bortz				
PROJECT MANAGER	Project Manager Name: Firm Name: Project/Contract Name:	AVCON, Inc.	Due Date: before April 9, 2020 Total # Pages:				
SJEC	Project/Contract Name:	MLB Runway 9R-27L Rehabilitation					
PR	Phone:	407-599-1122	Email: tlbortz@flylcpa.com				
	You or your fire	n has been provided as a reference for the Project Please complete sections 2 and 3	Manager listed above.				
	Section 2	Reference Information (To be filled out by pers	on providing reference)				
	Name of Person Providing Reference:	David W. Perley,	AIC				
	Firm Name:	Melbourne Airport A	uthority				
	Title:	Director of Capital Imp	rovements				
	Phone:	321.723.6227 EXT	Г. 162				
	Section 3	***** PROJECT MANAGER REFERENCE QUES	TIONS****				
	1. What was your job tit	le and role during the referenced project?					
	Director	of Capital Improvements for the Airport Authority. Owner	r of the Project.				
	2. Describe the services	2. Describe the services provided by the Project Manager.					
	Design, Bidding and Construction Phase Services, including full time Resident Engineering and Inspection.						
	3. Was the Project Mana	3. Was the Project Manager effective in leading the entire project team including sub consultants?					
	Yes. This project involved m	ultiple design and construction disciplines. Rob was ef	fective at bringing them all together.				
	4. How responsive and	responsible was the Project Manager on this projec	ct?				
		ble and on site whenever he was needed both during de	esign and construction.				
		oleted on time and under budget?					
		n time. Construction was under budget. Construction was	<u> </u>				
		Project Manager respond to questions from the Ow	<u> </u>				
		ed on this project almost immediately. Rob's respons					
		ship between the Project Manager and other memb					
		nental in enforcing the specifications and upholding a h	. ,				
		was a strength exhibited by the Project Manager d					
Rob's knowledge of each of the disciplines, including pavement, drainage, and airfield ligh							
		9. Was the Project Manager proactive in resolving issues?					
		Yes. During construction Rob was on site whenever needed to address issues before they became problems.					
	iv. would you file tris F	Project Manager again for one of your projects? Yes					
	11. Additional comments						
		portant project for the MAA and Rob and AVCON were k	ey to the project's success.				
Ь	,						



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

5 Z	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:	
FIRM REQUESTING REFERENCE	Firm Name:	EG Solutions, Inc	Purchasing Agent: <u>Terri Bortz</u> Due Date: <u>before April 9, 2020</u> Total # Pages:	
M RE	Project/Contract		Phone: 239-590-4554	
FIR	Name:	Airfield Electrical Vault	Email: tlbortz@flylcpa.com	
	You or your fir	rm has been requested to provide a reference for the Please complete Sections 2 and 3	firm and project listed above.	
	Section 2	Reference Information – (To be filled out by person	on providing reference)	
	Name & Title:	James Parish CEO		
	Company:	Charlotte County Airport PGD		
	Email:	Jparish@flypgd.com		
	Phone:	941-587-3193		
	Section 3	**** FIRM REFERENCE QUESTIONS****		
	1. What was you	r job title and role during the referenced project/con	tract?	
	Project Manager			
	2. Describe the s	services provided by the firm.		
	Design, Construction Management and General Contracting			
	3. How responsive was the firm in providing necessary resources to the Project Manager?			
	The owner was very happy with the responsiveness of the Firm			
		relationship between this firm and sub consultants a	nd other project team members?	
	Good			
		ct completed on time and under budget?		
	Good	lid the firm respond to questions from the Owner reg	arding the project?	
	Quickly	nd the initi respond to questions from the Owner reg	arding the project?	
7. In your opinion, what was a strength exhibited by the firm? Project and Construction Management 8. Was the firm proactive in resolving issues? Yes				
	9. Was the firm accountable for project mistakes that were brought to their attention?			
	Yes			
10. Would you hire this firm again?				
		e currently using them		
	11. Additional comments or feedback.			



REQUESTING	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:		
S S	Project Manager Name:	Charles (Charlie) Wilson	Purchasing Agent: Terri Bortz Due Date: before April 9, 2020 Total # Pages: Phone: 239-590-4554		
REQUESTING	Firm Name:	EG Solutions, Inc			
REQ	Project/Contract Name:	Rugs As Art			
	Phone:	941-567-1622	Email: tlbortz@flylcpa.com		
	You or your firm has been provided as a reference for the Project Manager listed above.				
1	Section 2	Please complete sections 2 and 3 Reference Information (To be filled out by p	person providing reference)		
	Name of Person Providing Reference:	DAN SHEPARID			
	Firm Name:	SHEPARD'S RED BARN	, LTD.		
	Title:	PRESIDENT			
	Phone:	941-747-3794			
	Section 3	***** PROJECT MANAGER REFERENCE QU	JESTIONS****		
	What was your job title and role during the referenced project?				
	I WAS PRESIDENT				
	2. Describe the services provided by the Project Manager.				
	SEE ATTACHED				
1	3. Was the Project Manager effective in leading the entire project team including sub consultants?				
	YES, HE WAS VELY EFFECTIVE! EVERYONE UNDERSTOND EXPS				
Ì	4. How responsive and responsible was the Project Manager on this project?				
Ì	HE WAS TOTALLY RESPONSIBLE AND WAS VERY COLL ABORATIVE.				
1	5. Was the project completed on time and under budget?				
1	VE5				
Ī	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?				
	HE WAS ALWAYS PROMPT AND INFORMATIVE GOOD PERSON				
Ì	7. How was the relationship between the Project Manager and other members of the project team?				
İ	ROBERT ALLACITE LINCE WELL A. T. II T WORKE				
Ī	8. In your opinion, what was a strength exhibited by the Project Manager during this project?				
Ī	WELL ORGANIZED, KNOWLEGGGARGE, NATURAL LEADER, GOOD FERSON				
	9. Was the Project Manager proactive in resolving issues?				
	ALWAYS, AND HE MURS GOOD AT ANTKIPATING AND AVOIDING PROBLE				
	10. Would you hire this Project Manager again for one of your projects?				
ı	ABSOLUTELY!				
	11. Additional comments or feedback.				
	SEE ATTACHED				

Shepard's Red Barn, Ltd. Dan Shepard

Form 2: PROJECT MANAGER REFERENCE CHECK

Section 3 - PROJECT MANAGER REFERENCE QUESTIONS

QUESTION #2. Charlie was responsible for all phases of construction from site preparation to certificate of occupancy. He procured bids from potential subcontractors. He interviewed and recommended which subs would be best suited for our project. He handled all scheduling and coordination of the subcontractors, eliminating any conflicts between subs of different trades. Charlie worked with the architects and building officials. Charlie keep the project organized and on schedule throughout the entire process.

QUESTION #11. Charlie Wilson did an outstanding job for us. I am happy to provide a reference for him. He has a good personality and is an easy person to work with. He is collaborative and knowledgeable. Charlie has organizational and leadership skills which make people want to follow him. I am confident that Charlie would be a valuable asset for any organization he would choose to become part of.



		,	.	
ËR	Section 1	<u>Project Manager Information</u> (to be filled out by LOQ Respondent)	Please complete and return to:	
PROJECT MANAGER REQUESTING	Project Manager Name:	Charles (Charlie) Wilson	Purchasing Agent: Terri Bortz	
	Firm Name:	EG Solutions, Inc	Due Date: before April 9, 2020 Total # Pages:	
	Project/Contract Name:	Rugs As Art	Phone: 239-590-4554	
PRO	Phone:	941-567-1622	Email: tlbortz@flylcpa.com	
	You or your firm has been provided as a reference for the Project Manager listed above.			
	Please complete sections 2 and 3 Section 2 Reference Information (To be filled out by person providing reference)			
	Name of Person Providing Reference:	JOHN R MURSE WALLE		
	Firm Name: RUBS AS ARY THE.			
TV)	Title: OUNER			
	Phone:	none: (94/1 92/-1900)		
	Section 3	***** PROJECT MANAGER REFERENCE QU	ESTIONS****	
	What was your job title and role during the referenced project?			
	OWNER			
	2. Describe the services provided by the Project Manager.			
	MR WILSON BUILT MY 20,000 SOFT KETAIL BUILDING			
	3. Was the Project Manager effective in leading the entire project team including sub consultants?			
	Yes Excellent			
	4. How responsive and responsible was the Project Manager on this project?			
	VERY RESPONSIVE & RESPONSIBLE AS IT THE PROJECT WAS RESONALLY NIS.			
	5. Was the project completed on time and under budget?			
	ALBOLUTELY			
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?			
	IMMEDIATELY OF WITHON A KLASUNABLE TIME LIMIT.			
	7. How was the relationship between the Project Manager and other members of the project team?			
	RESPECTFUL, AND A WILLINGNESS OF WOPERATION			
	8. In your opinion, what was a strength exhibited by the Project Manager during this project? WE WAS A LEADER AND HELL TO ZERO IN TO DETAIL.			
	<i>L</i> .			
9. Was the Project Manager proactive in resolving issues?				
10. Would you hire this Project Manager again for one of your projects? 903 Without Aucstion				
			7	
	11. Additional comments or feedback. MR WILSON'S REPUTATION IN NES LINE OF WORK IS GUTSTANDING.			
IIIK WILSONS KCHUTATION IN NES CINE OF WOTHER IS OUTSTAND			TUK IS UWISHNOUDING.	



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

NG	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:		
FIRM REQUESTING REFERENCE	Firm Name:	Michael Baker International, Inc.	Purchasing Agent: Terri Bortz Due Date: before April 9, 2020		
	Project/Contract Name:	Airfield Lighting Improvements and New Airfield Lighting Vault CE&I	Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com		
	You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3				
	Section 2 Reference Information – (To be filled out by person providing reference)				
	Name & Title: Michael Drowell Christ Expensive Office Company: Titusule-Cocoa Airport Juthanity				
	Email:	Movello Flargert. con	1		
	Phone:	321-247-8780			
	Section 3	***** FIRM REFERENCE QUESTIONS****			
	1. What was your job title and role during the referenced project/contract?				
	CEO				
	2. Describe the s	ervices provided by the firm.			
	AN ALE	services for our three airPorts &	or over Byear		
	3. How responsive was the firm in providing necessary resources to the Project Manager?				
	alway excelling ?.				
	4. How was the relationship between this firm and sub consultants and other project team members?				
	exceptional. The autmost professionals -always				
	5. Was the project completed on time and under budget?				
	They always have justices the Authority added scrething				
	6. How quickly did the firm respond to questions from the Owner regarding the project?				
- 1	immediately. Baller is one of the best time out there				
1	7. In your opinion, what/was a strength exhibited by the firm?				
-	there are many but in a word - expenses				
	8. Was the firm proactive in resolving issues?				
1	alway 5				
1	9. Was the firm accountable for project mistakes that were brought to their attention?				
-	10. Would you hire this firm again?				
	yes and we have repeatedly, we been with then for 13ty				
1	11. Additional comments or feedback.				
	Hay argan	12 Zetins hatwest enough to se	CUR 15 NOTS SEVVICES		
	in the second of the second of				



PROJECT MANAGER REQUESTING	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:		
	Project Manager Name:		Purchasing Agent: Terri Bortz		
		Michael Baker International, Inc.	Due Date: before April 9, 2020		
ECT		LOQ 20-33 TLB - Construction Engineering and Inspection	Total # Pages:		
RE RE	Project/Contract Name:	(CEI) Services for RSW Airfield Electrical Vault Project	Phone: 239-590-4554		
P	Phone:	239-222-2295	Email: tlbortz@flylcpa.com		
	You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3				
	Section 2	Reference Information (To be filled out by p	erson providing reference)		
	Name of Person Providing Reference:	Lia Sutanto, C.M., PMP			
	Firm Name:	Philadelphia International Airport (PHL)			
	Title:	Project Manager			
	Phone:	215-681-9605			
	Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS****			
		le and role during the referenced project?			
	Project Manager representing the Owner (PHL)				
	2. Describe the services provided by the Project Manager.				
	Planning and overseeing projects to ensure they are completed in a timely fashion and within budget.				
	3. Was the Project Manager effective in leading the entire project team including sub consultants?				
	Yes. 4. How responsive and responsible was the Project Manager on this project?				
	Very responsive and responsible.				
	5. Was the project completed on time and under budget?				
	Time extension was granted due to extenuating circumstances, but it was under budget.				
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?				
	Very promptly.				
	7. How was the relationship between the Project Manager and other members of the project team?				
	Very good, John kept the Construction crew under control and managed communications with stakeholders well.				
	8. In your opinion, what was a strength exhibited by the Project Manager during this project?				
	Staying calm and centered under pressure.				
	9. Was the Project Manager proactive in resolving issues?				
	Absolutely.				
	10. Would you hire this Project Manager again for one of your projects?				
	Yes.				
	11. Additional comments or feedback.				
	John Archibald demons	nstruction aspects of the project.			



PROJECT MANAGER REQUESTING	Section 1		Project Manager (to be filled out by L		Please complete and return to:	
	Pi	roject Manager Name:	John Archibald		Purchasing Agent: Terri Bortz	
	Firm Name		Michael Baker International, Ir	ic.	Due Date: before April 9, 2020 Total # Pages:	
OJEC REQ	Pı	roject/Contract Name:	LOQ 20-33 TLB – Construction E (CEI) Services for RSW Airfield E	ngineering and Inspection lectrical Vault Project	Phone: 239-590-4554	
PR		Phone:	239-222-2295		Email: tlbortz@flylcpa.com	
		You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3				
		Section 2	Reference Information		on providing reference)	
	Name of Person Providing Reference:		Joe Glowacki			
	Firm Name:		AECOM			
	Title):	Program Manager, Assoc.	Vice President		
	Pho	ne:	714-323-9536 (cell)			
		Section 3	***** PROJECT MANAG	ER REFERENCE QUES	TIONS****	
	What was your job title and role during the referenced project?					
	Construction Manager during RSW Midfield Terminal Program 2. Describe the services provided by the Project Manager. Resident Project Representative (RPR) for the Landside and Treeline construction projects. 3. Was the Project Manager effective in leading the entire project team including sub consultants?					
				n projects.		
				uding sub consultants?		
Yes 4. How responsive and responsible was the Project Manager on this project?						
			et?			
		Very responsive and responsible.				
5. Was the project completed on time and under budget?						
	Yes					
How quickly did the Project Manager respond to questions from the Owner regarding the Responded to questions in a timely manner The Was the relationship between the Project Manager and other members of the project Manager.			ner regarding the project?			
				anager and other memb	ers of the project team?	
	Worked well with all stakeholders and project team. 8. In your opinion, what was a strength exhibited by the Project Manager during this project? Very knowledgeable with the construction activities he was tasked with overseeing. 9. Was the Project Manager proactive in resolving issues?					
				•		
				J		
		Yes				
	10.		roject Manager again for or	ne of your projects?		
Yes						
	11.	Additional comments				
	Exhibited very good project management skills and supervising staff under his responsibility.				sponsibility.	



ER	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:		
PROJECT MANAGER REQUESTING	Project Manager Name:	John Archibald	Purchasing Agent: Terri Bortz		
	Firm Name:	Michael Baker International, Inc.	Due Date: before April 9, 2020		
	Project/Contract Name:	LOQ 20-33 TLB – Construction Engineering and Inspection (CEI) Services for RSW Airfield Electrical Vault Project	Total # Pages: Phone: 239-590-4554		
PRO	Phone:	239-222-2295	Email: tlbortz@flylcpa.com		
	You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3				
	Section 2	Reference Information (To be filled out by pers	on providing reference)		
	Name of Person Providing Reference:	Mark Tiger			
	Firm Name:	Johnson, Mirmiran & Thompson (JMT)			
	Title:	VP, Aviation			
	Phone:	267 800-4721			
	Section 3	***** PROJECT MANAGER REFERENCE QUES	TIONS****		
		le and role during the referenced project?			
	various; worked with John on several jobs, at several airports				
	2. Describe the services				
	oject admin				
3. Was the Project Manager effective in leading the entire project team including sub consult			uding sub consultants?		
	yes, an excellen				
	4. How responsive and responsible was the Project Manager on this project?				
John was a strong RE in each project worked 5. Was the project completed on time and under budget?					
	over several projects, I cannot remember any job that John finished late				
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?				
		venr rep liked John, over several clients	and the general grade property		
	7. How was the relationship between the Project Manager and other members of the project team?				
	worked well on teams. Taught younger inspectors how to oversee work				
8. In your opinion, what was a strength exhibited by the Project Manager during this project ACY, covered work himself well. For PHL, worked well on team over 29. Was the Project Manager proactive in resolving issues?					
			n team over 24-hr shifts		
	yes				
	10. Would you hire this Project Manager again for one of your projects?				
	yes				
	11. Additional comments or feedback.				
	John is a strong, reliable inspector. Also stresses quality and value for Owner				