



BOARD OF PORT COMMISSIONERS MEETING AGENDA

BRIAN HAMMAN
Chair

FRANK MANN
Vice Chair

JOHN E. MANNING

CECIL L PENDERGRASS

RAY SANDELLI

BENJAMIN R. SIEGEL
Acting Executive Director

RICHARD WM. WESCH
Port Attorney

September 03, 2020

**LEE COUNTY PORT AUTHORITY
BOARD OF PORT COMMISSIONERS
AND
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

Commission Chambers, Old Lee County Courthouse
2120 Main Street, Fort Myers, Florida

9:30 AM Invocation: Pastor Chuck Smith, Broadway Community Church

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

- Items to be pulled for discussion by the Board
- Motion to approve balance of items
- Consideration of items pulled for discussion

Administrative Agenda

Convene as Board of County Commissioners

Reconvene as Board of Port Commissioners

Commissioners' Items/Committee Appointments

Comments from the Chair of the Airports Special Management Committee

Acting Executive Director Items

Port Attorney Items

Adjourn

AIRPORTS SPECIAL MANAGEMENT COMMITTEE				
NOEL ANDRESS Vice Chair	JOHN GOODRICH	ROBBIE ROEPSTORFF Chair	RANDY KRISE	FRAN MYERS
Dana W. Carr – Charlotte County			R. Scott Cameron – Collier County	

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

1. Request Board approve the minutes for the Board of Port Commissioners meetings on June 2, 2020 and June 25, 2020.
Term:
N/A
Funding Source:
N/A
2. Request Board approve a “First Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.
Term:
initial term to June 30, 2040, with two (2) options to extend by five (5) years each.
Funding Source:
n/a
3. Request Board consent to assignment of “Lease of Terminal Space at Southwest Florida International Airport” from Arthrex, Inc., to Creekside Hospitality LLC.
Term:
commenced June 1, 2019; month-to-month
Funding Source:
n/a
4. Request Board approve a professional service agreement between PFM Financial Advisors, LLC and the Lee County Port Authority to provide professional financial advisory services.
Term:
3 years with 2 one year renewal options
Funding Source:
Net revenues from the normal operation of the airport
5. Request Board approve the write off of Accounts Receivable in accordance with Fiscal Policy Section 640 for Air Berlin in the amount of \$111,431.30.
Term:
N/A
Funding Source:
Net revenues from the normal operation of the Southwest Florida International Airport.
6. Recommend Board approve a contract with Sourcewell to provide office supplies via their competitive agreement with Staples.
Term:
October 1, 2020 - June 6, 2024
Funding Source:
Net operating revenues from the normal operation of the Southwest Florida International Airport

CONSENT AGENDA- Continued**ADMINISTRATION – Brian McGonagle**

7. Request Board approve an amendment to the “Lease of TSA Office Space at Southwest Florida International Airport’s Midfield Terminal” with the United States of America.
Term:
through September 30, 2021
Funding Source:
n/a
8. Request Board approve a “First Amendment to Fuel System Agreement for Southwest Florida International Airport” with RSW Fuel Company LLC.
Term:
October 1, 2011, to September 30, 2041
Funding Source:
n/a

AVIATION – Gary Duncan

9. Request Board award RFB 20-31MLW Runway Rubber Removal for Southwest Florida International Airport to Danton Hydroblasting, LLC (Primary vendor) and to Waterblasting, LLC (Secondary vendor), the two lowest, most responsive and responsible bidders and authorize Chairman to execute service provider agreements.
Term:
Two-year term with two (2) optional two-year renewal terms.
Funding Source:
Account WJ5300041200.503490
10. Request Board award RFB 20-18MLW Airfield Isolation Transformers for the Lee County Port Authority to Integro, LLC, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.
Term:
Initial two-year term with one (1) optional two-year renewal.
Funding Source:
Account WJ5300041200.504635
11. Request Board award RFB 20-09LKD Mulch Delivery and Installation for Lee County Port Authority at Southwest Florida International Airport and Page Field to TCI Sod and Landscape, LLC and authorize Chairman to execute service provider agreement.
Term:
Three (3) years with two (2) one-year renewal options.
Funding Source:
Account WJ5300041200.503490

CONSENT AGENDA- Continued**AVIATION – Gary Duncan**

12. Request Board award RFB 20-39MLW Fire Alarm Testing & Inspections for Southwest Florida International Airport to Commercial Fire & Communications, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.
Term:
Initial two-year term with one (1) optional two-year renewal.
Funding Source:
Account WJ5200041200.503190
13. Request Board approve a Second Amendment and Extension to the Service Provider Agreement for Interior Plant Installation, Leasing, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited.
Term:
October 1, 2020 until December 31, 2020.
Funding Source:
Account WJ5422941200.503490.
14. Request Board approve the First Amendment to 2019-2022 Collective Bargaining Agreement between Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc., amending Article 17-Pay Plan and Article 21-Uniforms and Equipment.
Term:
One year.
Funding Source:
N/A.
15. Request Board concur with the ASMC ranking of proposals for RFP 20-45MMW, Janitorial Services for the Southwest Florida International Airport and authorize staff to begin contract negotiations with the top ranked firm.
Term:
Five (5) years with two (2), two-year renewal options.
Funding Source:
Account WJ5422941200.503410

DEVELOPMENT – Mark Fisher

16. Accept a federal grant (Other Transaction Agreement No. 70T02020T9NNCP476) in the amount of \$681,750 from the Transportation Security Administration National Explosives Detection Canine Team Program (NEDCTP) for funding certain operational expenses for the Port Authority's Canine Teams.
Term:
Five Years effective July 1, 2020
Funding Source:
N/A

CONSENT AGENDA- Continued**DEVELOPMENT – Mark Fisher**

17. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0027-021-2020) from the Federal Aviation Administration in the amount of \$404,626 for design services associated with the South Quadrant Hangars and Ramp project at Page Field (FMY).
Term:
N/A
Funding Source:
N/A
18. Request Board authorize a contract amendment with AECOM Technical Services, Inc. in the amount of \$673,391 to perform design services associated with the Page Field (FMY) South Quadrant Hangars and Ramp project.
Term:
Five Years
Funding Source:
Federal Aviation Administration Grant 3-12-0027-021-2020; Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20
19. Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of \$101,750 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Page Field (FMY) South Quadrant Hangars and Ramp Project.
Term:
Five Years
Funding Source:
Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20
20. Request Board authorize a Total Project Budget in the amount of \$23,088,124 for all contracts to complete the RSW Airside Pavement Rehabilitation Project.
Term:
N/A
Funding Source:
Federal Aviation Administration Grant 3-12-0135-56-2020 (Pending Receipt) ;
Florida Department of Transportation Grant 431367; Passenger Facilities Charges;
RSW Construction Account 21859341234.506540

CONSENT AGENDA- Continued**DEVELOPMENT – Mark Fisher**

21. Request Board award a contract to Ajax Paving Industries of Florida, LLC as the lowest, responsive, and qualified bidder as a result of an Administrative Determination/Bid Protest Hearing held by the ASMC for RFB 20-34MMW RSW Rehabilitation of Taxiways A, F and G2; and authorize the Board Chair to execute a standard construction agreement.
Term:
490 Calendar Days
Funding Source:
FAA grants and Passenger Facility Charge revenues
22. Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of \$2,382,138 to provide Construction Management and Construction Engineering Inspection Services associated with the Rehabilitation of Airside Pavement Project at RSW
Term:
Five Years
Funding Source:
Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT;
Florida Department of Transportation Grant 431367; Passenger Facilities Charges;
RSW Construction Account 21859341234.506510.50
23. Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of \$725,731.50 to perform Construction Administration for the Rehabilitation of Airside Pavement Project at RSW.
Term:
Five Years
Funding Source:
Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT;
Florida Department of Transportation Grant 431367; Passenger Facilities Charges;
RSW Construction Account 21859341234.506510.70
24. Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of \$3,092,062.03 to perform Construction Manager/General Contractor services associated with the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW
Term:
Five Years
Funding Source:
Florida Department of Transportation Grant 431367; Passenger Facilities Charges;
RSW Construction Account 21859341234.506540.31

CONSENT AGENDA- Continued**DEVELOPMENT – Mark Fisher**

25. Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of \$138,145 to perform Construction Administration for the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW
Term:
Five Years
Funding Source:
Florida Department of Transportation Grant 431367; Passenger Facilities Charges;
RSW Construction Account 21859341234.506510.71
26. Request Board 1) authorize execution of a contract between the Port Authority and Michael Baker International, Inc. by Chairman and 2) authorize a Contract Amendment in the amount of \$159,490 for Construction Engineering & Inspection Services for the Rehabilitation of Airside Pavement Rehabilitation Project (Airfield Electrical Vault) at RSW
Term:
Five Years
Funding Source:
Florida Department of Transportation Grant 431367; Passenger Facilities Charges;
RSW Construction Account 21859341234.506510.51
27. Request Board authorize a Contract Amendment with Aero Systems Engineering, Inc., in the amount of \$334,274.44 to perform Construction Administration services associated with the Passenger Boarding Bridge Replacement Project at RSW.
Term:
Five Years
Funding Source:
Passenger Facility Charges, RSW Construction Account No.
20860841234.506510.70
28. Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc. in the amount of \$4,076,000.01 to perform Construction Management and Construction Engineering Inspection services associated with the Passenger Boarding Bridge Replacement Project at RSW
Term:
Five Years
Funding Source:
Passenger Facility Charges, RSW Construction Account No.
20860841234.506510.50

CONSENT AGENDA- Continued

PORT ATTORNEY – Greg Hagen

- 29.** Request Board approve grant of non-exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company (“TECO”) to provide natural gas service to the Trader Joe’s East, Inc., leasehold at Page Field Commons.

Term:

N/A

Funding Source:

N/A

- 30.** Approve Partial Release of Conservation Easement Grant to SFWMD for Imperial Marsh Mitigation Park.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

ADMINISTRATION – Brian McGonagle

31. Request Board approve a rental and concession relief program for tenants of the Lee County Port Authority at Southwest Florida International Airport (RSW) as defined below. The rental relief program will be equal to rents and concession fees paid to the Lee County Port Authority for the month of September 2020.

Term:

N/A

Funding Source:

Airport unrestricted funds

CONVENE AS BOARD OF COUNTY COMMISSIONERS

PORT ATTORNEY – Greg Hagen

32. Request Board convene as the Board of County Commissioners to approve grant of Grant non-exclusive underground utility easement to Peoples Gas System

Term:

N/A

Funding Source:

N/A

33. Request Board convene as the Board of County Commissioners to approve a request to release that portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.

Term:

N/A

Funding Source:

N/A

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONERS' ITEMS/COMMITTEE APPOINTMENTS

COMMENTS FROM THE CHAIR OF THE ASMC

ACTING EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meetings on June 2, 2020 and June 25, 2020.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:
 Joint Port Board Special Meeting Minutes from June 2, 2020
 Joint Port Board Meeting Minutes from June 25, 2020

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER</p> |
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meetings on June 2, 2020 and June 25, 2020.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: n/a</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: Communications</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 09/03/2020</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)</p> <p>NAME <u>Eileen Gabrick</u> </p> <p>DIV. <u>Lee County Clerk of Court- Minutes</u></p> |
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10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:

- Joint Port Board Special Meeting Minutes from June 2, 2020
- Joint Port Board Meeting Minutes from June 25, 2020

11. RECOMMENDED APPROVAL

<p><u>DEPUTY EXEC DIRECTOR</u></p> <p><i>Benjamin R. Siegel</i></p>	<p>GENERAL SERVICES</p>	<p>OTHER</p>	<p>FINANCE</p>	<p>PORT ATTORNEY</p>	<p>EXECUTIVE DIRECTOR</p>
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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p> |
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JUNE 2, 2020

The Special Port Meeting of the Board of Port Commissioners of the Lee County Port Authority was held on this date with the following Commissioners present:

- Brian Hamman, Chairman
- Franklin B. Mann, Vice-Chairman
- Cecil Pendergrass
- John E. Manning
- Ray Sandelli

The Chairman called the meeting to order at 9:33 a.m.

ATTORNEY – Greg Hagen

1. Authorize June 16, 2020 Airports Special Management Committee Meeting

Item Summary: This will allow the ASMC (Airports Special Management Committee) to review and provide timely recommendations to the Board on the preliminary budget and other pending airport matters. The meeting will be conducted following social distancing and gathering size limitations and all other health protection measures currently in use for County Commission meetings.

Board Discussion: County Attorney Richard Wm Wesch presented the item. The Chairman called for public comment and there were no speakers.

Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.

The Chairman adjourned the meeting at 9:35 a.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

JUNE 25, 2020

A Joint Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Board of County Commissioner Chambers, Old Lee County Courthouse, with the following members present:

LEE COUNTY PORT AUTHORITY

Brian Hamman, Chairman
Franklin B. Mann, Vice-Chairman
Cecil Pendergrass
John E. Manning – *Absent*
Ray Sandelli

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

Robbie Roepstorff, Chairwoman
Noel Andress, Vice-Chairman – *Absent*
John B. Goodrich – *Absent*
Randy Krise
Fran Myers

Lee County Attorney

Richard Wm. Wesch, Port Attorney
Gregory S. Hagen, Senior Asst. Port Attorney

Regional Members

Collier County Representative R. Scott Cameron – *Absent*
Charlotte County Representative Dana W. Carr – *Absent*

ON FILE IN MINUTES OFFICE:

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS – May 2020 thru June 2020
- PROCUREMENT STATUS REPORT – June 17, 2020
- PASSENGER QUARTERLY REPORT – 2nd Qtr. FY 19-20
- PROJECTED FLIGHTS AND SEATS – June thru August 2020

The Chairman called the meeting to order at 9:30 a.m. Pastor Paul Cords from Crossroads Baptist Church gave the Invocation, followed by the Pledge of Allegiance.

9:30 A.M. AGENDA ITEM

The Chairman called for public comment on the Consent Agenda and there were no speakers.

One Consent Agenda items was pulled for discussion by Staff:

C-2 – Commissioner Hamman

The Chairman called for a motion to approve the balance of the Consent Agenda and Commissioner Pendergrass so moved, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

CONSENT AGENDA**ADMINISTRATION – Brian McGonagle**

1. Request Board approve the minutes for the Board of Port Commissioners meetings on March 12, 2020, April 7, 2020 and May 5, 2020.

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

2. 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

Board Discussion: Acting Executive Director Ben Siegel introduced the item and then turned over the floor to Division Director of Administration Brian McGonagle. Mr. McGonagle narrated an in depth PowerPoint Presentation to the Board. The intention of the Port Authority is to strategically apply the CARES Act funds to reduce operating expenses and to pay down some debt. Commissioner Mann expressed some concern over using CARES Act money to pay down debt. However, Mr. McGonagle reassured Commissioner Mann that the use of the funds for debt service is allowed by the Port Authority. Acting Executive Director Ben Siegel also addressed

some of the Board's questions and comments. The following were some of the topics covered in the PowerPoint Presentation:

1. Business Model
2. FY 20 Forecast:
 - a) Cost-Saving Initiatives for FY 20
 - b) Key Expense Indicators
 - c) Cost Per Enplanement, Term Rental Rate and Landing Fees
3. FY 21 Proposed Budget – Southwest Florida International Airport:
 - a) Passengers by Fiscal Year
 - b) Landed Weight by Fiscal Year
 - c) Revenues
 - d) Fund 41200 Expense Summary
 - e) Expenses
 - f) Rates, Fees and Statistics Summary
 - g) FY 21 Cost Per Enplaned Passenger (CPE)
 - h) FY 21 Terminal Rental Rate
 - i) FY 21 Landing Fee
 - j) Page Field
4. CARES Act – Fund Summary
5. Capital Project Status

Commissioner Pendergrass had some questions about the rental car companies serving RSW. Acting Executive Director Ben Siegel answered those questions. Division Director of Administration Brian McGonagle stated there is no rent abatement figured into next year's budget. There is a hiring freeze and there will be no merit increases at this time. Commissioner Hamman asked if things turn around could the Board reinstate merit increases. Acting Executive Director Ben Siegel stated if things turn around, LCPA would come back to the Board and ask for a spending increase in order to reinstate the merit increases. Also, included in today's meeting was a Voluntary Furlough Policy, which was passed by the Board. Board Division Director of Administration Brian McGonagle stated that Landing Fees, Terminal Rental Rates and Cost per Enplanement fees are going up. However, these fees are not going up as much as they could have without the CARES Act money. There was additional discussion about the landing fees. Commissioner Mann asked if the airlines were on board with these figures and Acting Executive Director Ben Siegel stated that the Airline Airport Affairs Committee (AAAC) submitted a letter of support regarding the projected figures. Page Field is doing very well with every hanger full and a waiting list. There is also a hiring freeze and no merit pay increases at Page Field. Division Director of Administration Brian McGonagle then gave the Board a brief review of the Capital projects that are continuing as planned and those that have been put on hold. There was additional Board discussion about Page Field and the need for more hangers. **Public Comment:** Commissioner Hamman called for public comment on there were no speakers.

Vote: Commissioner Sandelli moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Manning absent.

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

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

RESOLUTION No. 20-06-29PA

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

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

RESOLUTION No. 20-06-31PA

5. 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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

RESOLUTION No. 20-06-32PA

ADMINISTRATION – Brian McGonagle

6. Request Board approve a continuing exemption to the current suspension of County advisory committee meetings to allow the Airports Special Management Committee (ASMC) to resume meeting on its adopted schedule to provide timely review and recommendations on pending airport matters.
Term: N/A
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
7. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
8. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
9. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
10. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
11. Request Board approve an “Airline Parking Agreement” with Comlux Aruba N.V.
Term: month to month, beginning March 1, 2020
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
12. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
13. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

14. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

AVIATION – Gary Duncan

15. 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
16. Request Board concur with the ASMC ranking of qualifications submitted for RFP 2012MLW Aviation Fuel Supplier for Base Operations at Page Field and authorize staff to begin contract negotiations with the top-ranked firm.
Term: To be negotiated. Five (5) to Ten (10) yrs. with or without renewals based on firm selected and incentives proposed
Funding Source: Acct. UH5120041203.505265, Inv. Purch
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
17. Request Board concur with the ASMC recommendation to extend MBA’s existing contract on a month-to-month basis and authorize staff to begin negotiations with MBA Airport Transportation, LLC to provide on-demand taxicab concession services at Southwest Florida International Airport.
Term: 3 yrs. with one (1) two-year renewal option
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

DEVELOPMENT – Mark Fisher

18. Accept a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-1) 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
RESOLUTION No. 20-06-33PA
19. Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 4313671-94-02) 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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
RESOLUTION No. 20-06-34PA
20. 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: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.
21. 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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

22. 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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

PORT ATTORNEY – Greg Hagen

23. 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: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Sandelli, called and carried with Commissioner Manning absent.

ADMINISTRATIVE AGENDA

HEARD OUT OF ORDER

ADMINISTRATION – Brian McGonagle

24. 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

Board Discussion: Division Director of Administration Brian McGonagle presented the item stating that the ASMC voted 7-0 to table this item and recommended the Board defer the solicitation until FY21-22. At this time, Chairman Brian Hamman asked the Chair of the Airports Special Management Committee (ASMC) to please share the recommendation of the ASMC with the Board. ASMC Chair Robbie Roepstorff briefed the Board on why there had not been any action taken on the search for a new Executive Director. Ms. Roepstorff also told the Board that all the members of the ASMC not present for today's meeting apologized profusely for not being present in order to support the item. There was extensive discussion about tabling the solicitation as well as the cost of the search at this time in light of COVID-19 drastically impacting the budget right now. There was discussion about having County Manager Roger Desjarlais and his Staff conduct the search. Ms. Roepstorff made mention of the glowing letter from the Chair of the Airline Airport Affairs Committee (AAAC) applauding the efforts of Acting Executive Director Ben Siegel and stated that Southwest Florida International Airport (RSW) continues to hold its place on a very short list of airports that have worked to control expenses and the AAAC was very grateful. Commissioner Mann stated that he would support a motion to move forward and not wait because of all the uncertainty. Commissioner Hamman read the letter from the AAAC and asked why we would want to trade out someone who has helped to get RSW on the short list. The only other person you would want would be one of the other people on that short list of airports. Commissioner Hamman stated the recommendation from the ASMC was a welcome one and that he is supporting tabling the discussion. Commissioner Hamman suggested giving the airport some certainty by offering Acting Executive Director Ben Siegel a two year contract. Commissioner Pendergrass asked if County Attorney Richard Wm Wesch could clarify exactly what Staff was asking of the Board in order to stay on track. Mr. Wesch gave several options that the Board could choose to do at the Boards' discretion. There was discussion about the costs of the different search companies, with one being much higher than the other two. Commissioner Pendergrass then asked County Manager Roger Desjarlais to come to the podium in order to discuss more in-depth about the possibility of his office taking over the search for a new Executive Director. Mr. Desjarlais gave some detail as to how the process would work if his office were to conduct the search. Commissioner Hamman clarified that the search would not be free by using the County Manager's office. The costs would be charged back to ASMC for Staff's hourly rate, cost of travel and any other expenses pertaining to the search. Commissioner Sandelli stated he has concerns that the County Manager's office already has a full load and this might be too much for them to handle. Commissioner Pendergrass motioned to accept the ASMC recommendation to table the search for a new Executive Director until the FY21-22. Commissioner Hamman then asked the Board if anyone wanted to take up a motion to discuss a contract for Acting Executive Director Ben Siegel, no one made a motion.

Public Comment: Commissioner Hamman called for public comment on there were no speakers.

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

CONVENE AS BOARD OF COUNTY COMMISSIONERS

ADMINISTRATION – Brian McGonagle

- 25. Request Board convene as the Board of County Commissioners to approve Blue Sheet item “Recommend Board approve a partial redemption of the Series 2010 Airport Revenue Bonds.”

Term: N/A

Funding Source: N/A

- 26. Request Board convene as the Board of County Commissioners to approve Blue Sheet item “Request Board approve a resolution authorizing Passenger Facility Charges to be treated as additional security.”

Term: N/A

Funding Source: N/A

PORT ATTORNEY – Greg Hagen

- 27. Request Board convene as the Board of County Commissioners to approve grant of nonexclusive underground utility easement allowing Florida Power & Light to provide electrical service to JCP Leasing, Inc.’s corporate hangar at Page Field Airport.

Term: N/A

Funding Source: N/A

RECONVENE AS BOARD OF PORT COMMISSIONERS

FOR ACTION ON THESE ITEMS, PLEASE REFER TO THE MINUTES OF JUNE 25, 2020S (062520S)

COMMISSIONERS' ITEMS

There were no Commissioner Items discussed.

COMMITTEE APPOINTMENTS

There were no Committee Appointments by the individual Commissioners.

COMMENTS FROM THE CHAIR OF THE ASMC

ASMC Chair Robbie Roepstorff thanked the Board for their decision to table the search for a new Executive Director until FY21-22. Ms. Roepstorff also stated that it’s about “taking care of business first.”

ACTING EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Acting Executive Director Ben Siegel reviewed his Executive Director Remarks for the Joint Board Meeting of June 25, 2020.

PORT ATTORNEY ITEMS

County Attorney Richard Wm. Wesch and Senior Assistant Port Attorney Greg Hagen had no additional items for discussion.

ADJOURN:

The Chairman adjourned the meeting at 10:54 a.m.

ATTEST:
LINDA DOGGETT, CLERK

By _____
Deputy Clerk

Chairman, Lee County Commission

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a “First Amendment to Land Lease for Construction and Operation of a Flight School at Page Field” with FMY Holdings, LLC.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: initial term to June 30, 2040, with two (2) options to extend by five (5) years each.</p> <p>4. WHAT ACTION ACCOMPLISHES: allows tenant two additional months to commence construction of its flight school at Page Field</p>	<p>5. CATEGORY: 2. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 7/21/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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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, via its affiliated entity FMY Holdings, LLC (“FHLLC”), currently leases approximately 4.1 acres, including approximately 2.4 acres of existing aircraft apron (part of what is known as the “north ramp”), and 1.7 adjoining acres of mostly unimproved land, pursuant to a “Land Lease For Construction and Operation of a Flight School at Page Field” (the “Land Lease”) dated March 7, 2019. In addition to the Land Lease, FHLLC also leases office space from the Port Authority, pursuant to a “Lease of Office Space at Page Field Airport” dated March 7, 2019 and subsequently amended on June 25, 2020.

The Land Lease provides that it may be terminated by the Authority, at its option, if FHLLC has not obtained all necessary permits and commenced construction of the required hangar building within eighteen (18) months of the date of the lease, i.e., by September 7, 2020. FHLLC desires to extend this time to twenty (20) months, i.e., to November 7, 2020, due to permitting and bidding delays it has encountered due to COVID-19.

This proposed first amendment to the March 7, 2019, Land Lease will extend the time for FHLLC to obtain all necessary permits for construction and actually commence construction of the required hangar building by an additional two (2) months, after which the Authority could terminate the lease if so desired. All other terms of the Land Lease, including the Rent Commencement Date, remain unchanged.

Attachments:
(1) Contract Summary

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED <input checked="" type="checkbox"/> (5-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p>
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Background (continued)

(2) Proposed First Amendment to Land Lease for Construction of a Flight School at Page Field

Contract Summary

(Including effects of proposed First Amendment)

Tenant: FMY Holdings, LLC
1555 The Greens Way
Jacksonville Beach, FL 32250

Leased Premises: Two contiguous parcels of land (unimproved and apron areas) at Page Field, containing a combined total of approximately 4.08 acres.

Parking Area: Lessee will have the non-exclusive right to use the designated "Parking Area" of approx. 1.2 acres, in the existing parking lot.

Aircraft Parking: Lessee may park its aircraft on its leasehold, including its leased portion of the north ramp; aircraft parking on the remainder of the north ramp will be subject to availability and LCPA's standard tie-down fees.

Allowed Use(s): Aircraft flight instruction services and on demand (Part 135) aircraft charter services.

Term of Lease: Initial term beginning July 1, 2019, and continuing until the day before the date that is 20 years after the Rent Commencement Date *[which occurred July 1, 2020]*; Lessee will have two (2) options to extend by five (5) years each.

Rents and Fees: Prior to the Rent Commencement Date, tie down fees for any use of the existing aircraft apron, at the Authority's then-current rate

Beginning on the Rent Commencement Date, monthly rent of \$6,776.23; rent is subject to CPI adjustments beginning January 1, 2023, and at 3-year intervals thereafter

Fuel flowage fees for self-fueling, at the Authority's then-current rate

Self-Fueling: Lessee will (subject to LCPA's standard self-fueling requirements which includes a flowage fee, currently 30 cents/gallon), install its own fuel tanks on its leasehold and fuel its own aircraft with its own facilities and employees.

Timeline for Construction: Lessee will have 18 months *[increased to 20 months via the First Amendment]* after the date of the lease (March 7, 2019) to obtain all of the necessary permits for construction and actually commence construction of the required hangar building.

Security/Perf. Guaranty: \$32,000.00

Insurance Requirements: \$5 million combined single limit CGL (including premises, products and completed operations, and contractual liability); \$5 million combined single limit aircraft liability; \$1 million combined single limit business auto; property insurance, including fire and extended coverages, for all risks of physical loss or damage to the premises and improvements, for full replacement value; \$1 million employer's liability; and workers' compensation as required by state law

Note: This Contract Summary 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 LAND LEASE FOR

CONSTRUCTION AND OPERATION OF A FLIGHT SCHOOL AT PAGE FIELD

THIS AMENDMENT is made and entered into this ____ day of _____, 2020, 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 (herein referred to as "Authority") and **FMY HOLDINGS, LLC**, a Florida limited liability company with offices at 1555 The Greens Way, Jacksonville Beach, FL 32250 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the airport known as Page Field, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

Lessee and the Authority are parties to a certain Land Lease For Construction and Operation of a Flight School At Page Field (herein the "Lease"), dated March 7, 2019. The parties desire to amend the Lease to adjust the deadline for Lessee to obtain all necessary permits and to commence construction of the required hangar building.

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

1. EXTENSION OF TIME TO OBTAIN PERMITS AND COMMENCE CONSTRUCTION

Section 5.5 of the Lease (entitled "Options to terminate") is hereby amended such that, in the first sentence, the deadline for Lessee to obtain all necessary permits for construction and actually commence construction of the required hangar building, is changed from eighteen (18) months after the date of the Lease to twenty (20) months after the date of the Lease.

2. NO OTHER CHANGES

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

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

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport
Professionals Holdings, Inc., a
Florida Corporation, its member

By: 

Print: D.S. Dennis

Title: President

Date: 6/19/20


WITNESSED BY:



Witness

Justin Dennis

Print Name



Witness

Melissa Dennis

Print Name

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
Board of Port Commissioners

By: _____
Deputy Clerk

Date: _____

Approved As To Form for the
Reliance of the Lee County
Port Authority only:

By: _____
Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board consent to assignment of "Lease of Terminal Space at Southwest Florida International Airport" from Arthrex, Inc., to Creekside Hospitality LLC.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: commenced June 1, 2019; month-to-month</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows Arthrex, Inc. to assign its Lease of Terminal Space at Southwest Florida International Airport to its subsidiary Creekside Hospitality LLC.</p> | <p>5. CATEGORY: 3.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 7/21/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|---|---|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
|---|---|

10. BACKGROUND:

Arthrex, Inc. currently leases Room #101008 and 101008A, containing a total of approximately 295 square feet, located on the first floor of the terminal building, for office and storage space pursuant to a "Lease of Terminal Space at Southwest Florida International Airport" dated May 16, 2019, and amended November 7, 2019. The Lease requires the Board's consent for Arthrex to assign the agreement to another party.

Arthrex desires to assign its Lease of Terminal Space to its subsidiary Creekside Hospitality LLC (d/b/a Innovation Hotel), and has requested the Authority's consent to this transfer.

Approval of this agenda item by the Board of Port Commissioners will constitute consent by the Lee County Port Authority to the proposed assignment from Arthrex, Inc. to Creekside Hospitality LLC.

Attachments

1. Proposed "Assignment of Lease with Consent of Landlord" (includes the existing lease and first amendment thereto as exhibits)
2. Contract Summary for Existing Lease Agreement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (5-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Contract Summary

[including changes previously made via First Amendment]

Tenant: Arthrex, Inc.
1370 Creekside Blvd.
Naples, FL 34108

Leased Premises: Rooms 101008 and 101008A, located on the first floor of the RSW terminal building, baggage claim area (approximately 295 square feet)

Allowed Use(s): office and storage space associated with welcoming its incoming guests

Term of Lease: commenced June 1, 2019; will continue month-to-month thereafter until terminated by either party giving written notice

Rents and Fees: monthly rent of \$2,989.33; subject to change effective October 1, 2020, and not more frequently than annually thereafter, provided the Authority gives at least 30 days advance written notice of such change

Security/Perf. Guaranty: \$4,700.00

Insurance: Commercial General Liability in the amount of \$1,000,000; Workers' compensation as required by state law; Employers liability in the amount of \$1,000,000.

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.

ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD

THIS ASSIGNMENT OF LEASE dated this _____ day of _____, _____

BETWEEN:

Arthrex, Inc.
1370 Creekside Boulevard
Naples, FL 34108

(the “Assignor”)

-AND-

Creekside Hospitality LLC
d/b/a Innovation Hotel
1265 Creekside Parkway
Suite 210
Naples, FL 34108

(the “Assignee”)

Background

- a. This is an agreement (the “Assignment”) to assign a commercial lease in real property (the “Lease”) according to the terms specified below.
- b. The Assignor wishes to assign and transfer to the Assignee the Lease dated May 16, 2019, and amended November 7, 2019 and executed by the Assignor as tenant and by Lee County Port Authority as landlord (the “Authority”).

IN CONSIDERATION OF the Assignor agreeing to assign and the Assignee agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Premises

1. The Lease governs the rental of the following described premises (the “Premises”) to the Assignor:

Room Numbers 101008 and 101008A, comprising approximately 295 square feet, located on the first floor of the terminal building, as shown on Revised Exhibit A attached hereto.

Assigned Lease

2. The Assignor assigns and transfers the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.

Effective Date

3. This Assignment takes effect on June 1, 2020 (the "Effective Date"), and continues until the present term of the Lease expires according to the Term set forth in Article 2 of the Lease.

Assignor's Interest

4. The Assignor covenants that:
 - a. The Assignor is the lawful and sole owner of the interest assigned under this Assignment;
 - b. The interest is free from all encumbrances; and
 - c. The Assignor has performed all duties and obligation and made all payments required under the terms and conditions of the Lease.

Breach of Lease by Assignee

5. Consent to this Assignment will not discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee.
6. In the event of a breach by the Assignee, the Authority will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default.

Miscellaneous Provisions

7. The Assignment incorporates and is subject to the Lease and the First Amendment to the Lease, copies of which are attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligation and responsibilities of the Assignor under the Lease.
8. All rents and other charged accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and permuting all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.
9. There will be no further assignment of the Lease without the prior written consent of the Authority.

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

Arthrex, Inc.
(the "Assignor")

By: _____

Witnessed by: _____

Print Name: _____

Print Name: _____

Title: _____

Witnessed by: _____

Date: _____

Print Name: _____

Creekside Hospitality LLC d/b/a Innovation Hotel
(the "Assignee")

By: _____

Witnessed by: _____

Print Name: _____

Print Name: _____

Title: _____

Witnessed by: _____

Date: _____

Print Name: _____

CONSENT OF AUTHORITY

The Authority in the above Assignment of Lease executed on the _____ day of _____, _____ consents to that Assignment. The Authority also agrees to the Assignee assuming after June 1, 2020, the payment of rent and performance of all duties and obligations as provided in the Lease.

Agreed to his ____ day of _____, ____ by:

Lee County Port Authority
(the "Authority")

By: _____

Witnessed by: _____

Print Name: _____

Print Name: _____

Title: _____

Witnessed by: _____

Date: _____

Print Name: _____

LEASE OF
TERMINAL SPACE
AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this 6 day of May, 2019, 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, Florida, 33913 and **ARTHREX, INC.**, a Delaware corporation (herein referred to as "Lessee"), with offices at 1370 Creekside Blvd., Naples, FL 34108.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee desires to lease from the Authority certain space in the Airport's terminal building. The Authority is willing to lease such space upon the terms and conditions provided below.

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

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained herein, the Authority hereby leases to Lessee the following described real property (herein the "leased premises" or the "premises") located in the Airport's terminal building at 11000 Terminal Access Road, Fort Myers, Florida 33913:

Baggage Service Office Space, Room #1023, comprising approximately 160 square feet, located on the first floor of the terminal building, as shown on Exhibit A attached hereto.

ARTICLE 2

TERM

The initial term of this lease will commence on June 1, 2019, and will continue thereafter on a month-to-month basis, unless or until one of the parties shall end this lease effective at the end of a calendar month by giving the other party written notice thereof, in the manner provided below, at least sixty (60) days prior to the end of the term.

ARTICLE 3

USE OF LEASED PREMISES

The Lessee shall use the leased premises solely for office and storage space associated with check-in area of its incoming guests, and for no other use. Lessee agrees to refrain from and prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful or offensive use of the premises. Lessee will not allow smoking in the premises.

ARTICLE 4

RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of \$1,556.53. This rate is subject to being changed October 1, 2019, and not more frequently than annually thereafter, to such new rate as shall be determined by the Authority, provided that Authority shall give at least thirty (30) days advance notice to Lessee of each such change. Should Lessee object to such new rate, Lessee may, upon fifteen (15) days advance written notice to the Authority, terminate this lease.

The rent, plus Florida state sales tax if applicable, will be payable in advance on or before the first day of the month for which the rent is due, without demand, setoff, or deduction, to: Finance Department, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing. The rent for any fractional part of the first or last month shall be prorated. The Authority intends to send monthly invoices to Lessee as a courtesy, but such invoices will not affect the due date of any payment.

ARTICLE 5

EMPLOYEE PARKING LOT CHARGE

In addition to rent, Lessee will pay an "Employee Parking Lot Charge" equal to the number of Lessee's employees which have been granted access to the Airport's employee parking lot as of the first day of each calendar month, multiplied by Airport's then-current monthly employee parking lot fee. The Airport's employee parking lot fee is currently \$15.00 per employee per month. Lessee will be notified in writing at least thirty (30) days in advance of any change in the Airport's employee parking lot fee.

ARTICLE 6

UTILITIES

Lessee will pay for all utility services to the premises, except that the Lessee may use, free of charge, the Authority's electricity, air conditioning, and water which may be available at the premises via existing wiring, fixtures, ducts, and plumbing. Lessee will pay and bear the cost of all cable, wiring, fixtures, ducts, or plumbing that it desires to add. Lessee will pay its own telephone bills.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease in whole or in part, or sublet all or any part of the premises, or permit the use of the whole or any part of the premises by any licensee or Lessee, or encumber this lease, and any such attempted transfer will be void, unless Authority gives written consent, which will not be unreasonably withheld.

ARTICLE 8

CONDITION OF PREMISES; LESSEE'S IMPROVEMENTS; MAINTENANCE; REPAIRS; ALTERATIONS

Section 8.1 Initial condition. Authority will deliver the premises to Lessee and Lessee will accept the premises in "as is" condition. Authority shall not be responsible or liable at any time for any defects, latent or otherwise, in the terminal building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor shall Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage, or blackouts, brownouts, or any other interruption of any utility service, in any part of the Premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the building or improvements therein.

Lessee will be responsible for having any door locks on the leased premises re-keyed, at its own cost, utilizing the Authority's lock vendor, and will coordinate any change in locks or keys with the Airport Police Department.

Section 8.2 Lessee's Improvements. Prior to commencing any construction work,

Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain a "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

All materials, equipment, and fixtures installed by Lessee shall be new. All work by Lessee, whether ordinary, extraordinary, or structural, must be performed in full compliance with the plans and specifications approved by the Authority, and in compliance with all applicable laws, including the Americans with Disabilities Act (ADA).

All fixtures, installations, and improvements made by Lessee will become the property of Authority upon termination of this lease, without compensation to Lessee, unless Lessee removes such items prior to the end of the term and restores the premises to the condition they were in at the beginning of the term.

Section 8.3 Maintenance and repairs; condition of premises upon return. Lessee must maintain and repair the premises as necessary to keep it in a clean and orderly condition and in a good state of repair at all times. Upon termination of this lease, Lessee will remove, at its own cost, all proprietary equipment or improvements it has installed at the leased premises (including but not necessarily limited to signs), restore the premises, and deliver the premises to Authority in the same condition they were in at the beginning of the term and prior to such installation, normal wear and tear excepted.

ARTICLE 9

RIGHT OF ENTRY

Authority or Authority's agents or employees will have the right to enter the leased premises to inspect the premises at all reasonable times, or at any time in case of emergency, to inspect, make repairs, provide custodial or other maintenance service, or to exhibit the premises to prospective tenants.

ARTICLE 10

COMPLIANCE WITH LAWS

Lessee shall comply with all present and future laws applicable to its use of the premises and the Airport.

ARTICLE 11

INDEMNITY AND HOLD HARMLESS; INSURANCE

Lessee must procure and maintain at its own expense the following types and amounts of insurance for the term of the Agreement:

- (i) Commercial General Liability, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form, with limits of no less than the following:

Premises/Operations Coverage	\$ 500,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 500,000 Each Occurrence
General Aggregate	\$1,000,000 Annually
Medical Payments	\$ 5,000

The Authority shall be an additional insured on the General Liability policy, up to the full policy limits.

The Lessee's insurance will be primary and noncontributory and include a waiver of subrogation, in favor of the Authority.

- (ii) Workers' compensation in the amount (if applicable) required by Florida state law.
- (iii) Employer's liability with limits of at least the following:

Per Employee	\$1,000,000 (Accident)
Per Employee	\$1,000,000 (Disease)
Policy Limit	\$1,000,000 (Disease)

A waiver of subrogation, in favor of the Authority, is required for this coverage.

An original hand-signed certificate(s) evidencing the insurances specified above shall be sent to the Port Authority's Risk Management Department prior to the commencement of the term of this agreement. The certificates of insurance must be issued by a company or companies acceptable to the Authority. The Authority reserves the right to reject insurance written by an

insurer it deems unacceptable because of a poor financial condition or other operational deficiencies. The Authority reserves the right to request and obtain certified copies of all required policies. Subsequent renewal certificates shall be delivered to the Authority at least fifteen (15) days 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 that the policy shall provide advance written notice to the Port Authority in the event that the policy is to be non-renewed, canceled, or materially changed or altered. Such notice is to be sent to the Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

On all of the Lessee's insurance policies required above, (a) the Authority shall be an additional insured, up to the full policy limits, and (b) Lessee's insurance will be primary and non-contributory and include a waiver of subrogation, in favor of the Authority.

Lessee agrees to release, 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 (including but not limited to fines or penalties imposed by the TSA, FAA, or any other governmental agency as a result of a failure to comply with any statute, ordinance, rule, regulation, or other requirement, including but not limited to breaches of the Airport's security), to any person or property in connection with the use of the Airport by Lessee, its agents, and employees, in conducting operations under this lease, except to the extent that such injury, loss, fine, or penalty is caused by the negligence or wilful misconduct of the Authority or Lee County, its Commissioners, officers, employees, agents, or contractors.

ARTICLE 12

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee 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 Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

Lessee shall have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings shall operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee shall pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 13

SECURITY DEPOSIT

Prior to the Authority's execution of this agreement, Lessee shall post and keep with the Authority a security deposit, in the form of cash or an irrevocable letter of credit, in a format satisfactory to the Authority, in the initial amount of \$4,700.00, to serve as security for Lessee's performance hereunder. Said amount may be adjusted upward (but not to exceed four times the monthly rent) or downward by the Authority, with thirty (30) days notice to Lessee, based on Lessee's actual payment performance, and, if adjusted upward, such additional cash or letter of credit will be posted by Lessee and retained by Authority as security for the faithful performance of Lessee's obligations hereunder. If the security is posted in the form of a letter of credit, Lessee shall provide extensions or other updated documents to the Authority annually, or as otherwise

needed, such that there is, through the entire term of this agreement, such a letter of credit, that is in full force and effect, so as to serve as adequate security to the Authority's satisfaction.

Authority shall have the right, but not the obligation, to apply said security deposit 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 Lessee, or to the cost of restoring the leased premises to its original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Lessee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Lessee's failure to do so within ten (10) days after its receipt of such demand shall constitute a default under this Lease. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Lessee, without interest, as soon after the end of the term of this Lease as it can be reasonably determined that all obligations for which Lessee may be liable to Authority have been paid.

ARTICLE 14

FAA CLAUSES

Section 14.1 Nondiscrimination.

A. Lessee shall not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against any person, on the grounds of race, color, creed, national origin, political ideas, sex, age, or physical or mental handicap, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These

requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

Section 14.2 Airport Protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees for itself, its successors, and assigns, to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

Section 14.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

ARTICLE 15

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and will quit and voluntarily deliver up possession of the leased premises at the end of the term in good condition, excepting only ordinary wear and tear.

ARTICLE 16

QUIET ENJOYMENT

As long as Lessee faithfully performs the covenants that are Lessee's obligations under this lease, the Authority will assure Lessee's quiet and peaceable possession of the premises.

ARTICLE 17

GENERAL PROVISIONS

Section 17.1 Notices. Notice to Authority will be sufficient 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 Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. 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 17.2 Nonwaiver of rights. 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 17.3 Time. Time is of the essence in the performance of this agreement.

Section 17.4 Captions. The headings of the several articles of this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this agreement and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.


Section 17.5 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.

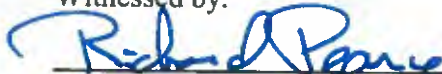
Section 17.6 Entire agreement. This contract sets out the entire agreement between the parties with regard to the leased premises described herein. However, this contract is independent from and is not intended to affect any other contract or contracts that may be presently in force between Lessee and the Lee County Port Authority and/or Lee County. There are no implied covenants or warranties except as expressly set forth herein. 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.

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


ARTHREX, INC.
(Lessee)

By: 
Title: DIRECTOR
Date: 11 MAR 2019


Witnessed by:


Richard Pearce
Print Name

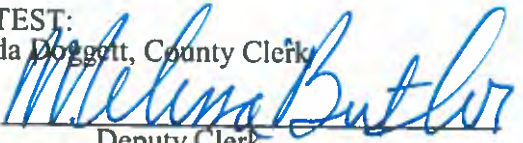
Witnessed by:


Crystal Moody
Print Name

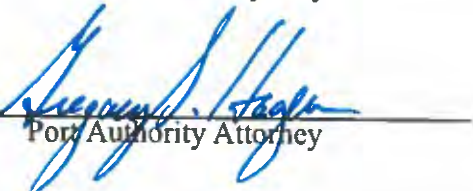
LEE COUNTY PORT AUTHORITY

By: 
Chairman or Vice Chairman
Board of Port Commissioners

Date: 5/20/2019

ATTEST:
Linda Duggitt, County Clerk
By: 
Deputy Clerk

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: 
Port Authority Attorney





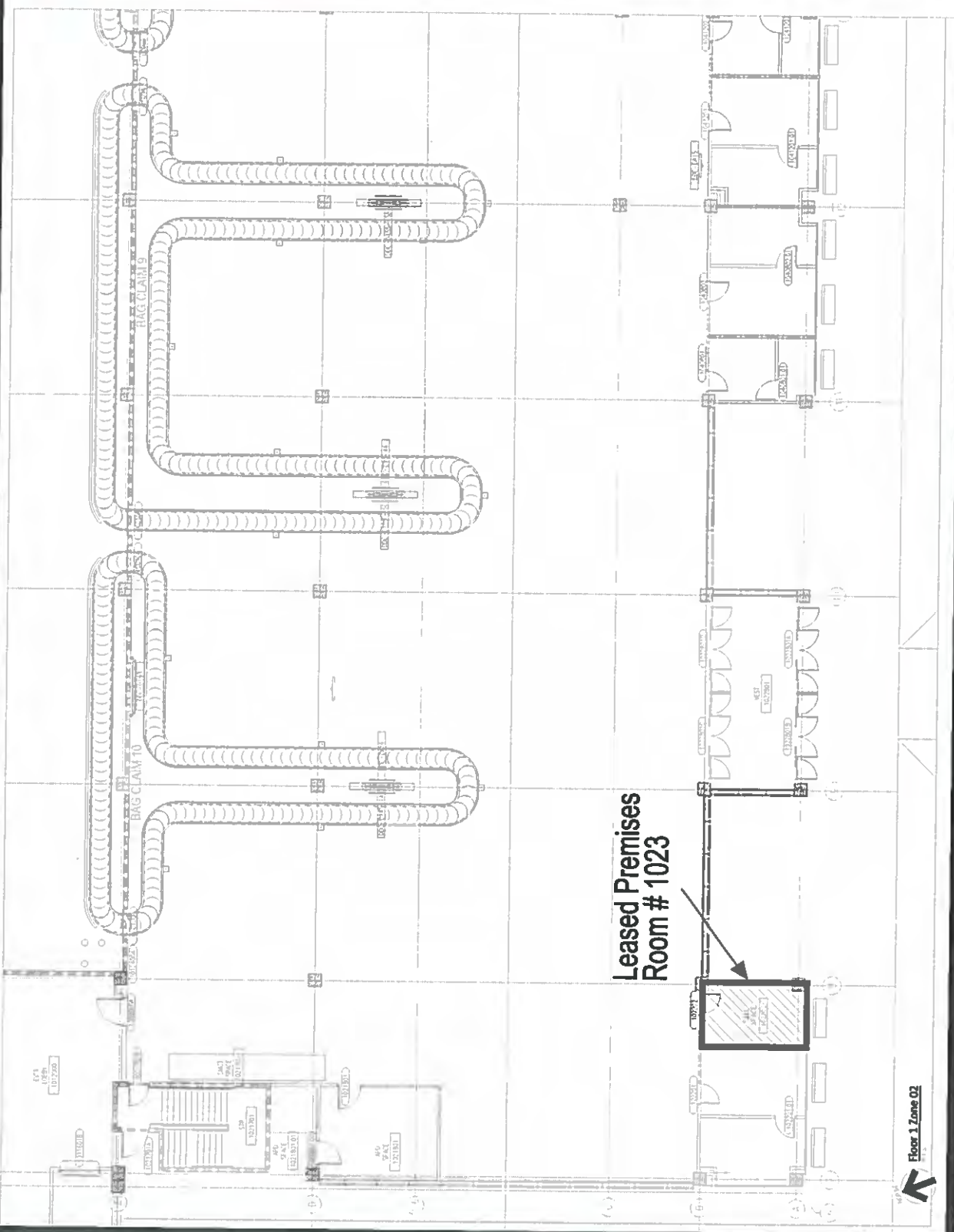
Midfield Terminal

Exhibit A

First Floor
(Arrivals Level)

Arthrex
Baggage Service
Office # 1023

Date: 11 - February - 2019



Leased Premises
Room # 1023

Floor 1 Zone 02

FIRST AMENDMENT
TO
LEASE OF TERMINAL SPACE
AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT is made and entered into this 17th day of SEPTEMBER, 2019, 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 ARTHREX, INC., a Delaware corporation (herein referred to as "Lessee"), with offices at 1370 Creekside Blvd., Naples, FL 34108.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Authority and Lessee have entered into a lease agreement entitled "Lease of Terminal Space at Southwest Florida International Airport" dated May 16, 2019 (the "Lease"), covering certain space in the Airport's terminal building. Lessee desires to relocate to a larger space in the Airport's terminal building.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby mutually agree to modify said Lease, effective as of October 1, 2019, as follows:

1. The description of the leased premises in Article 1 is amended to read as follows:
Room Numbers 101008 and 101008A, comprising approximately 295 square feet, located on the first floor of the terminal building, 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 increased from \$1,556.53 per month to \$2,989.33 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.

ARTHREX, INC.
(Lessee)

By: [Signature]
Print Name: ANDREW RASA
Title: DIRECTOR
Date: 13 SEPTEMBER 2019

Witnessed by:
[Signature]
Carleen Witter
Print Name

Witnessed By:
[Signature]
NICOLE PIA
Print Name

LEE COUNTY PORT AUTHORITY

By: [Signature]
Acting Chairman or Vice Chairman
Board of Port Commissioners
Date: 11/12/19

ATTEST:
Linda Doggett, County Clerk
By: [Signature]
Deputy Clerk

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: [Signature]
Port Authority Attorney





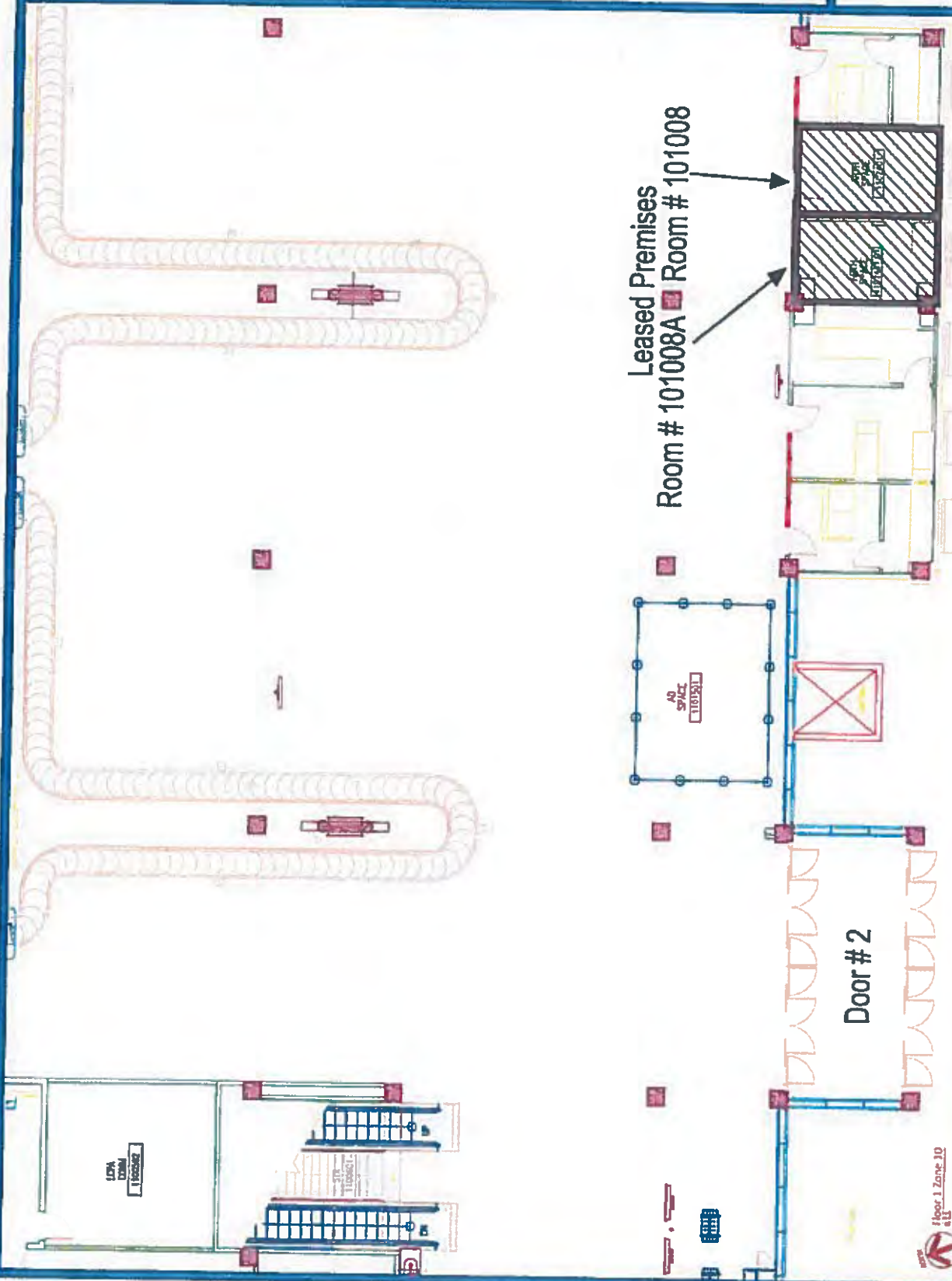
Midfield Terminal

Revised Exhibit A

First Floor (Arrivals Level)

Arthrex
Baggage Service
Office # 101008
and # 101008A

Date: 9 - September - 2019



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a professional service agreement between PFM Financial Advisors, LLC and the Lee County Port Authority to provide professional financial advisory services.</p> <p>2. FUNDING SOURCE: Net revenues from the normal operation of the airport</p> <p>3. TERM: 3 years with 2 one year renewal options</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves a professional service agreement with PFM Financial Advisors, LLC</p> | <p>5. CATEGORY: 4.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|--|---|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
|---|---|

10. BACKGROUND:

On November 17, 2019, after a competitive selection process, the Board designated PFM Financial Advisors as the top ranked firm to provide professional financial advisory services and authorized staff to proceed with contract negotiations. Based on the Board's direction, staff has negotiated a professional service agreement with PFM. Please see attached contract summary for details.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED **X (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Contract Summary

Type of Agreement: Professional Services Agreement to provide *Financial Advisory Services*.

Company: PFM Financial Advisors, LLC
300 South Orange Avenue, Ste. 1170
Orlando, Florida 32801

Scope of Services:

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

- ➔ Assist the Port Authority in reviewing existing debt structure and financial resources to determine available borrowing capacity and possible refinancing opportunities.
- ➔ Assist Port Authority in bond issues and provide specific recommendations for the amount of bonds to be issued, the timing of the bond sale and all other bond sale requirements.
- ➔ Assist the Port Authority in preparing Letters of Qualifications and the selection of underwriter services.
- ➔ Assist the Port Authority with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.
- ➔ Provide assistance to the Port Authority in the composition of the Preliminary and Final Official Statements to make the most favorable full and accurate disclosure to the rating agencies and underwriters.
- ➔ In the area of short term financing, provide the Port Authority with advice, guidance, and assistance in bond anticipation notes, bank loan, commercial paper and interest rate swap programs, upon request.
- ➔ The Financial Advisor shall be available to the Port Authority to discuss and make recommendations on such other financial matters as requested and also available for formal presentations to the Board as necessary.
- ➔ Provide reports on municipal market conditions in Florida and nationwide.
- ➔ Other financial advisory services as requested.

Compensation – It is proposed that PFM be compensated based on one of the following three options:

1. Hourly Fee

POSITION	10/01/20 - 9/30/23
Managing Director	\$315
Director	\$255
Senior Managing Consultant	\$215
Analyst	\$149

2. Fixed Fees

Projects will be compensated on the basis of an agreed upon fixed fee.

3. Per Bond Fees:

Advice and coordination regarding bond issues will be compensated at the rate of \$1.00 per \$1,000 of debt issued with a minimum fee of \$45,000.

Maximum fee not to exceed \$250,000 on any one bond issuance.

Term: Three (3) years from date of execution with option to extend for up to two (2) one year extensions.

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.

Lee County Port Authority Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

**FINANCIAL ADVISORY SERVICES FOR THE
LEE COUNTY PORT AUTHORITY**

RFP 19-26TB

THIS AGREEMENT is entered this _____ day of _____, 2020, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida ("Authority") at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **PFM FINANCIAL ADVISORS, LLC**, a Delaware corporation, authorized to do business in the State of Florida, having a business address of 300 South Orange Avenue, Ste. 1170, Orlando, FL 32801, FEI No. 81-1642787 ("Consultant").

W I T N E S S E T H:

WHEREAS, Authority desires to obtain the professional financial advisory services of Consultant for the purpose of developing the Southwest Florida International Airport and Page Field Airport in Fort Myers, Florida; and

WHEREAS, Consultant represents that it has expertise in the type of professional services requested; and

WHEREAS, Authority has reviewed Consultant's qualifications to perform 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 hereto 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 the professional financial advisor services described in Schedule "A", Scope of Services, attached to this Agreement and incorporated herein as requested by Authority from time to time during the term of this Agreement. Those services will include serving as Authority's professional financial advisor relating to the issuance analysis, timing and sale of bonds and other capital improvement funding mechanisms and other financial matters as requested.

2.2 Upon request of Authority, Consultant or an affiliate of Consultant may agree to provide additional services by a separate agreement between the Authority and Consultant or its respective affiliate.

2.3. Consultant has represented to Authority that it has special expertise in the type of professional financial advisory 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 financial advisor 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 this Agreement shall be a total period of three (3) years from the date of execution, with two (2) optional one-year extensions to be exercised at the sole discretion of the Authority and under such terms and conditions as the Authority may dictate and the Consultant may accept.

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 a professional service which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service, Consultant shall employ and/or retain only qualified personnel to provide that service.

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. Consultant agrees that the Project Manager 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 acceptance of Authority. Consultant further agrees not to change its designated Project Manager without prior written notice to Authority. If Consultant's selected Project Manager is not acceptable to Authority, Authority may elect to terminate this Agreement as provided below.

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.

ARTICLE 5 - ADDITIONAL SERVICES OF CONSULTANT

If authorized by Authority in writing, Consultant will furnish, or obtain from others, Additional Services of the types listed below. Consultant will be compensated for these services as set out in Article 8 and Schedule B. Additional Services refer to professional services that are not specifically set out in the Scope of Services and may include, but are not limited to:

5.1. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to Authority's offices.

5.2. Subject to Consultant's review and approval, testifying in litigation, as requested by Authority (except for assistance in any litigation or other legal or administrative proceeding, involving any assignment that is included as part of the Basic Services to be provided herein). Further, Authority will pay Consultant for expenses related to Consultant testifying in litigation on behalf of the Authority.

5.3. 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 financial advisory service practice.

For the sake of clarity, any separate agreement between Authority and an affiliate of Consultant shall not be deemed an amendment or modification of this Agreement. Any Additional Services may only be authorized by a written amendment to this Agreement, signed by both parties, prior to the commencement of any additional services. Any additional services agreed to in writing by the parties shall 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.

ARTICLE 6 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

6.1. Designate in writing a project coordinator to act as Authority's representative with respect to the services rendered under this Agreement ("Project Coordinator"). The Project Coordinator 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 Project Coordinator shall review and make appropriate recommendations on all requests submitted by Consultant for payment for services.

6.2. The Project Coordinator 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.

6.3. Provide all criteria and information requested by Consultant as to Authority's requirements for any project or task and any budgetary limitations.

6.4. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any services requested.

6.5. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 7 - COMMENCING AND CONTINUING WORK

7.1. 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 ("Task") of work assigned under this Agreement. Consultant shall use its best efforts to perform and complete services in accord with the Task Authorization assigned by Authority. Each Task Authorization shall include a delivery date and a not-to-exceed dollar amount for the designated Task.

7.2. Should Consultant be 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 limited 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.

7.3. 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.

7.4. 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 8 - COMPENSATION AND METHOD OF PAYMENT

8.1. 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 the individual Task Authorizations executed by the parties. 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) **Lump Sum** - Upon Authority's acceptance of Consultants' work, Authority will pay Consultant a lump sum as specified in the Task Authorization.

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, or as may be set in a subsequent Task Authorization.

(2) **Monthly Statements** - Consultant may submit an invoice statement to Authority's Finance Department on each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice(s) statement shall be itemized to correspond to the basis of compensation as set forth in the Task Authorization, expressed as a percentage of the total work to be performed under that Task Authorization. Each invoice shall be accompanied by a monthly progress report specifying the activities of the previous month.

(3) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation to perform the services required by the Tasks set forth in the Scope of Services or Task Authorization, 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 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 Basis of Charges for each item as set forth in Schedule "B-1" 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 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) 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) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s).

8.2 Method of Payment - Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

Authority will further compensate Consultant for all non-personnel reimbursable expenses and costs in accord with Schedule "B-1", attached hereto and incorporated by reference.

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 such 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 to this Agreement.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, 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 period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective boards of commissioners, agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, losses, demands, expenses or actions, either at law or in equity, including but not limited to court costs and reasonable attorneys' fees, arising out of or resulting from the performance of Consultant's services hereunder and made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, or intentionally wrongful act or omission, or based on any action of fraud or defalcation by the Consultant, or anyone performing any act required of the Consultant in connection with performance of this Agreement.

Consultant shall indemnify and hold harmless, and defend Lee County, Authority and their respective Board of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Consultant during or after completion of the work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by Authority.

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. 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 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 a provision or endorsement requiring 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, 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 applicable to work under the Agreement and shall include a waiver of subrogation in favor of the 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.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received 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 12.2.2, 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 operations 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:

12.2.1. Professional Liability Insurance shall be maintained by Consultant insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$3,000,000.00 each claim and 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 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. Worker's Compensation and Employers Liability Insurance 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:

Employer's Liability \$1,000,000 per Employee (Disease)
Policy Limits \$1,000,000

Worker's Compensation Florida Statutory Requirements

12.2.3. Certificates of Insurance Consultant must use Authority's preferred Certificate of Insurance, attached as Schedule "C", or similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance included herein 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 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.

12.2.4. Should at any time Consultant not maintain the insurance coverages required in 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 - 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 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 the Notice to Proceed or 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, 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, 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 either 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 - CONFLICT OF INTEREST

Consultant represents that it presently has no interest and shall acquire no interest, 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, 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 subconsultant 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 shall decline the representation upon written notice by Authority.

If Authority determines that there is no such conflict of interest, then Authority shall give its written consent to such representation. If Consultant or subconsultant accepts such

a representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such subconsultant under this Agreement, then Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Article.

Should Consultant fail to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or should Consultant fail to discontinue such representation, Authority may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 18 - REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

Consultant is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the Authority has designated Consultant as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. Consultant shall not be responsible for, or have any liability in connection with, verifying that Consultant is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the (SEC). The Authority acknowledges and agrees that any reference to Consultant, its personnel and its role as IRMA, including in the written representation of the Authority required under SEC Rule

15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by Consultant. The Authority further agrees not to represent that Consultant is the Authority's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without Consultant's prior written consent.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in Consultant's Disclosure Statement delivered to the Authority together with this Agreement.

ARTICLE 19 - INFORMATION TO BE FURNISHED TO CONSULTANT

All information, data, reports, and records in the possession of the Authority or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to Consultant and the Authority shall, and shall cause its agent(s) to, cooperate with Consultant in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Authority in connection with a municipal securities transaction or municipal financial product and/or relevant to the Authority's determination whether to proceed with a course of action. To the extent the Authority requests that Consultant provide advice with regard to any recommendation made by a third party, the Authority will provide to Consultant written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Authority acknowledges and agrees that while Consultant is relying on the Data in connection with its provision of the services under this Agreement, Consultant makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

ARTICLE 20 - NOTICES AND ADDRESS OF RECORD

20.1. All notices required or made under this Agreement to be given by Consultant to Authority shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following address of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

ATTENTION: Brian McGonagle, Division Director of Administration

20.2. All notices required or made under this Agreement to be given by Authority to Consultant shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following address of record:

PFM Financial Advisors, LLC
300 South Orange Avenue, Ste. 1170
Orlando, FL 32801

ATTENTION: William Case, Managing Director

20.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 21 - MISCELLANEOUS

21.1. 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.

21.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

21.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.

21.4. 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.

21.5. 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.

21.6. 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 22 - 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 23 - 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 24 - 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 25 - LOBBYING CERTIFICATION

The Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the 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 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 26 - E-VERIFY

Prior to January 1, 2021, Consultant agrees that it will register and use 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 registration within thirty (30) days of the date of this Agreement.

If this Agreement is entered on or after January 21, 2021, Consultant certifies by signing below that it is registered with and using the E-Verify Program and is eligible to enter this Agreement.

Once registered, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

26.1. All persons employed by Consultant during the term of this Agreement

26.2. 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 26 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 27 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

27.1. Compliance with Regulations. 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.

27.2. FAA Nondiscrimination Clause. Consultant and any subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of services under this Agreement. Consultant shall carry out all applicable requirements of 49 CFR Part 2 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.

27.3. 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.

27.4. 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.

27.5. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority may, after written notice to Consultant, 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.

27.6. DBE Policy. 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.

27.7. Prompt Payment Requirements. 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

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.

27.8. Incorporation of Provisions. Consultant shall include the provisions of paragraphs 27.1. through 27.7. in every subcontract, including procurements of materials and leases of equipment, unless exempt 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 28 - 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 29 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor 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 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 30 - MODIFICATION

No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

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: PFM FINANCIAL
ADVISORS, LLC



(Witness)

By: W. B. Case
Title: Managing Director



(Witness)

Date: 2/3/20

(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 Lee County Port Authority Only:

By: _____
Office of the Port Attorney

FAA APPROVED:

By: _____
Date

FDOT APPROVED:

By: _____
Date

SCHEDULE "A"

SCOPE OF SERVICES

Advise Authority of the most fiscally responsible means of conducting the sale of bonds by recommending competitive bidding, negotiation, or other means. The Consultant may not participate either directly or indirectly as underwriters in such sale. This work will generally include the following:

For competitively bid bond issues:

Assist Authority in preparing the bid documents, including but not limited to the notice of sale.

At the time of the sale, advise Authority as to the best bid received, based upon the verification of bids, and recommend an award which, in the Consultant's judgment, is in the best interest of Authority.

Assist in the bid protest procedures as needed.

For negotiated bond issues:

Assist in determining the optimal timing of the issue.

Assist Authority in preparing Letters of Qualifications for Proposals for underwriting services or other documents required for any debt issue.

Assist Authority in preparing presentations to the underwriters in order to fully describe the bonds to be issued.

Participate in the evaluation of the Letters of Qualifications received with selected Authority personnel.

Participate in the "pricing call" and advise Authority as to the reasonableness of the components of the underwriters' spread and other items of interest to Authority.

For other means of bond procurement required, services will be as directed by Authority.

Provide specific recommendations for each bond issue regarding the following:

Aggregate principal amount of bonds to be issued.

The timing of the offering

The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CABS, etc.

Optional Redemption and Call Provisions.

Prepare and present to the Lee County Port Authority Board of Port Commissioners an independent analysis for each bond issue. The analysis must address the interest rate, underwriter's fees and other factors, and the analysis must indicate whether the transaction terms are the most beneficial to Authority for the type and timing of each transaction.

Prepare for bond issues and assist Authority in coordinating meetings and conference calls to meet that timetable.

Assist Authority with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.

Assist Authority in composition of the Preliminary and Final Official Statements, which shall conform to the currently acceptable disclosure guideline standards, so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of preliminary and final official statements.

Assist in the preparation and review of all necessary closing documents, and coordinate printing, signing and delivery of bonds, on an as-needed basis.

Assist Authority in selecting trustees, paying agents and other financial intermediaries as necessary, and assist in arranging for appropriate bond insurance as required.

Provide, on request, reports of municipal market conditions both within Florida and nationwide.

In the area of short-term financing, provide Authority with advice, guidance, and assistance in bond anticipation notes, bank loans, and commercial paper programs, upon request.

Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.

Consultant shall be available to Authority to discuss and make recommendations on such other financial matters as requested and also available for formal presentations to the Port Authority Board of Port Commissioners as necessary.

Develop and assist in rating agency presentations.

Other financial advisory services as requested.

SCHEDULE "B"

BASIS OF COMPENSATION

The parties agree that Consultant's Scope of Services, as outlined on Schedule "A" under this Agreement, will be compensated on a project-by-project basis as set out in the Task Authorization for that project.

All projects shall be compensated based on one of the following general guidelines:

- I. Hourly Rates - Projects compensated on an hourly basis shall be paid at these rates:

POSITION	10/1/2020 - 9/30/2023
Managing Director	\$315.00
Director	\$255.00
Senior Managing Consultant	\$215.00
Analyst	\$149.00

- II. Issuance of Bonds, Notes and Other Debt - Advice and coordination regarding bond issues will be compensated at the rate of \$1.00 per \$1,000.00 of debt issued, with a minimum fee of \$45,000.00.

Regardless of the total value of a particular bond issue, Consultant's total compensation for any bond issue shall not exceed Two Hundred Fifty Thousand Dollars and no/Cents (\$250,000.00).

- III. Fixed Fee - Projects will be compensated on the basis of Consultant's fixed fee for a particular project, as set out in the Task Authorization.

SCHEDULE "B-1"

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ITEM	BASIS 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	Reimbursed as per Port Authority Policy
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
Other	

SCHEDULE "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	A
	COMPANY LETTER	B
Name and Address of Insured	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate		\$
					Products Comp/Ops Aggregate		\$
					Personal & Advertising Injury		\$
					Each Occurrence		\$
					Fire Damage (Any one Fire)		\$
					Medical Expense (Any one Person)		\$
					Specific Project*		\$As above
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	Each Accident	\$
					Bodily Injury (Each Accident)		\$
					Property Damage		\$
					Bodily Injury and Property Damage Combined		\$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory (Each Accident)		\$
					(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:



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"
TRUTH IN NEGOTIATION CERTIFICATE

DATE: 7/31/20

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: Financial Advisory Services for the Lee County Port Authority

Before me, the undersigned Authority, personally appeared William B Case, who provided FL Driver License as identification, or _____ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

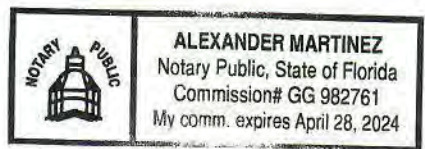
1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement 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.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

PFM FINANCIAL ADVISORS, LLC
By: William B Case
Print Name
300 S. Orange, Ste 2170
Address
Orlando, FL 32801

The foregoing instrument was acknowledged and executed before me by the above signed on this 31st day of July, 2020.

Alexander Martinez
NOTARY PUBLIC, State of Florida - Pinellas County
Name Printed or Stamped
Commission Expires: _____
Commission Number: _____



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the write off of Accounts Receivable in accordance with Fiscal Policy Section 640 for Air Berlin in the amount of \$111,431.30.
2. **FUNDING SOURCE:** Net revenues from the normal operation of the Southwest Florida International Airport.
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Allows for write off outstanding Accounts Receivable per Fiscal Policy.

5. **CATEGORY:** 5.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

In accordance with Section 640 of the Lee County Port Authority's Policy Manual, the disposition of overdue accounts totaling more than \$75,000 cumulatively for the same debtor must be approved by the Board of Port Commissioners.

On August 18, 2017, Air Berlin filed for Chapter 15 Bankruptcy Protection. Chapter 15 bankruptcy allows foreign nationals to file for bankruptcy in the U.S. bankruptcy courts if they have assets, property or business in multiple countries, including the United States. At that time, Air Berlin was a party to a Non-Participating Use Agreement with the Airport and the Airport retained a \$25,000 security deposit. The Airport subsequently entered into an airline consortium with the law firm of Foley and Lardner to assist in seeking payment and filing a claim on our behalf. On February 12, 2018, the Airport filed a claim in the amount of \$315,939.04 (after applying the security deposit). Since that time and through the efforts of outside counsel we have received payments totaling \$204,507.74. At this time all collection efforts have been exhausted and through the recommendation of outside counsel (see attached letter), we recommend the remaining amount of \$111,431.30 be written off.

It is important to note that this write off has been charged back previously to the signatory airlines in accordance with the Airline Use Agreement. There is no financial or cash flow impact to the Port Authority. This action is required for general accounting purposes only.

Attachments:

1. Aging report
2. Fiscal Policy
3. Air Berlin- Foley and Lardner

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	N/A	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

**Lee County Port Authority
Accounts Receivable Write Off
AIR BERLIN**

Company Number	Agreement Number	Company Name	Description	Invoice Number	Invoice Date	Invoice Amount	Total
RSW							
00000523	000983	Air Berlin Pre Bankruptcy	August Pro-Rated Rent Aug 1st-15th	17-02915	8/1/2017	\$ 470.52	
	001059		June Aero fees	17-02623	7/17/2017	\$ 57,268.90	
			July Aero fees	17-02802	8/16/2017	\$ 57,980.89	
			August Aero fees	17-02747	8/22/2017	\$ 31,246.78	
			August Pro-Rated Employee Parking	17-02914	8/1/2017	\$ 138.49	
			August Pro-Rated Rent Aug 1st-15th	17-02913	8/1/2017	\$ 2,428.52	
			May Incentive Credit	17-02299	6/15/2017	\$ (12,866.74)	
			June Incentive Credit	17-02649	7/17/2017	\$ (9,615.45)	
			July Incentive Credit	17-02900	8/17/2017	\$ (10,674.20)	
			August Incentive Credit	17-03072	9/20/2017	\$ (4,269.68)	
			September Employee Parking	17-02986	9/1/2017	\$ 270.30	
			Wire Transfer Unallocated		12/18/2017	\$ (24,975.00)	
Total Accounts Receivable							\$ 87,403.33
00000864	001606	Air Berlin Post Bankruptcy	September 2017 Fixed Rent	17-02909	9/1/2017	\$ 972.41	
			August 2017 Fixed Rent Adjustment	17-02918	8/1/2017	\$ 501.89	
			October 2017 Fixed Rent	18-00044	10/1/2017	\$ 979.96	
			November 2017 Fixed Rent	18-00154	11/1/2017	\$ 261.33	
	001607		August 16-31, 2017 Employee Parking	17-02959	8/1/2017	\$ 147.72	
			August 2017 Aero Fees	17-03046	9/20/2017	\$ 28,978.94	
			October 2017 Employee Parking	18-00105	10/1/2017	\$ 270.30	
	001608		August 16-31, 2017 Fixed Rent	17-02917	8/1/2017	\$ 2,590.42	
			October 2017 Fixed Rent	18-00045	10/1/2017	\$ 5,057.91	
			November 2017 Fixed Rent	18-00155	11/1/2017	\$ 1,348.76	
			August 2017 Incentive Credit	17-03071	9/20/2017	\$ (4,269.68)	
			September 2017 Incentive Credit	17-03202	9/30/2017	\$ (6,404.52)	
			October 2017 Incentive Credit	18-00388	11/20/2017	\$ (6,407.47)	
Total Accounts Receivable							\$ 24,027.97
TOTAL AIR BERLIN WRITE OFF							\$ 111,431.30



610: FISCAL YEAR END

The Port Authority shall operate on the basis of a fiscal year which shall commence October 1st and end September 30th of each year.

620: ANNUAL BUDGET

A budget for Port Authority revenues and expenditures shall be adopted annually. The budget shall provide information in detail and in summary with regard to sources of funds and allocations of funds for the fiscal year.

The proposed budget, after approval by the Port Authority Executive Director, shall be submitted to:

1. The Airline-Airport Affairs Committee for information and comment.
2. The Airports Special Management Committee for review and recommendation.
3. The Port Authority Commissioners for review and adoption. The adopted Budget may be amended by the Port Authority as necessary throughout the fiscal year.

630: AUDIT

At the end of each fiscal year, the Port Authority records shall be audited by an independent and recognized certified public accountant as provided in Section 189.418(4) Florida Statutes. All fiscal matters relating to the Port Authority may be subject to audits under the direction of the Port Authority's Executive Director.



640: COLLECTION OF DELINQUENT ACCOUNTS RECEIVABLE AND DISPOSITION OF UNCOLLECTIBLE ACCOUNTS

The Port Authority Finance Department will take all reasonable steps to collect delinquent accounts receivable. The Finance Director will report all accounts deemed uncollectible to the Executive Director.



The Finance Director's report shall include a recommendation for disposition of all uncollectible accounts totaling \$75,000 or less individually, or \$75,000 or less cumulatively for the same debtor, on a fiscal-year basis. The Executive Director may approve disposition of these accounts at his or her discretion.

The Executive Director shall make recommendations for the disposition of overdue accounts to the Board of Port Commissioners larger than \$75,000.00 individually, larger than \$75,000.00 cumulatively for the same debtor, on a fiscal-year basis. The Board of Port Commissioners will approve disposition of these accounts. If the Executive Director's purchasing authorization level is increased in the future, the limitations of this policy will be adjusted accordingly.

650: PURCHASING

All purchases of supplies and materials and all contracting for professional and nonprofessional services will be governed by the Lee County Port Authority Purchasing Manual.

660: AIRPORT FUNDS

660.01: Depositories

Port Authority funds shall be deposited in acceptable depositories as required by all applicable laws and Bond Resolutions in depositories designated by the Clerk of Courts pursuant to state law.

660.02: Wire Transfers

When the requisite number of Port Commissioners is absent, the Executive Director, or in his or her absence, the Deputy Executive Director - Administration or the Finance Director, is authorized to sign payroll checks, vouchers, and wire transfers to allow timely release of airport funds. The Clerk's Office will subsequently obtain a sufficient number of Commissioner's signatures when available. "Signing" for purposes of this policy shall include either the handwritten or electronic signature of the authorized party, and shall also include any electronic authorization method as may be adopted and endorsed by the Clerk of Courts.

August 6, 2020

Mr. Brian W. McGonagle
Division Director - Administration
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913

Re: Air Berlin PLC Bankruptcy

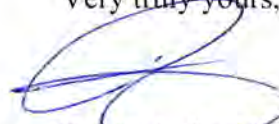
Dear Mr. McGonagle:

Per your request, I have updated my review of the Chapter 15 insolvency proceedings related to Air Berlin that are pending in the United States Bankruptcy Court for the Southern District of New York (Manhattan). As with my last communication to you on this matter some time ago, I am not aware of any assets in the United States available for the Port Authority to levy upon in order to satisfy its claim.

As a result, I am not aware of any impediment or other reason that the debt owed by Air Berlin should not be written off. The only qualification to this conclusion is that it is possible that there are assets available for the satisfaction (or partial satisfaction) of the Port Authorities' claim arising out of Air Berlin's insolvency proceeding pending in Germany. I have not conducted an analysis of German insolvency law nor have I determined whether Air Berlin has assets in Germany that could be used to satisfy the debt owed to the Port Authority.

Please let me know if you have any questions regarding the above or wish to discuss.

Very truly yours,


Kevin A. Reek

KAR:bts

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Recommend Board approve a contract with Sourcewell to provide office supplies via their competitive agreement with Staples.</p> <p>2. FUNDING SOURCE: Net operating revenues from the normal operation of the Southwest Florida International Airport</p> <p>3. TERM: October 1, 2020 - June 6, 2024</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves a competitively solicited agreement for the purchase of office supplies</p> | <p>5. CATEGORY: 6.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|---|---|

- | | |
|--|---|
| <p>8. AGENDA:</p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p><u> X </u> CONSENT</p> <p>_____ ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p>
<p>DIV. <u>Administration</u></p> |
|--|---|

10. BACKGROUND:

The Port Authority currently utilizes Sourcewell competitive procurement for office supplies via a contract with Staples Inc. Sourcewell is a cooperative purchasing agency created as a local government unit, public corporation and public agency created pursuant to the Minnesota Constitution. Sourcewell provides hundreds of competitively solicited cooperative contracts. Government agencies are able to piggyback on these competitive solicitations by applying to be a participating agency with Sourcewell and then contacting the supplier for the desired contract.

The Port Authority wishes to enter into a new participating agreement with Sourcewell and take advantage of pricing for the competitively bid office supplies provided by Staples, Inc. This agreement would be effective for the period 10/1/2020 – 4/6/2024.

Attachment:
Sourcewell Participating Agreement

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)
 APPROVED as AMENDED
 DENIED
 OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER</p> |
|---|---|

SOURCEWELL PARTICIPATING AGREEMENT

This Sourcewell Participating Agreement (“Participating Agreement”) by and between Lee County Port Authority (“Buyer”) and **Staples Contract & Commercial LLC**, (“Staples”) is made effective as of **October 1, 2020** (the Participating Agreement Effective Date) and is attached to and governed by the Sourcewell Agreement(s) specifically marked and identified in Section 3.2 below (“Sourcewell Agreement(s)”) between Staples and Sourcewell. Buyer and Staples are collectively referred to herein as the “Parties”. All capitalized terms used herein shall have the meaning assigned to them in the Sourcewell Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of Sourcewell (as defined below), and Staples desire to enter into this Participating Agreement pursuant to which Buyer may participate in the Sourcewell Program to purchase Products (as defined below).

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Previous Participating Agreement(s). The Parties acknowledge and agree that this Participating Agreement shall replace and supersede any previous Participating Agreement including any amendments attached thereto as of the Participating Agreement Effective Date set forth in paragraph 1 above.

2.0 Term. The term of this Participating Agreement with respect to Buyer shall commence on the Participating Agreement Effective Date October 1, 2020 and shall terminate upon expiration of the Sourcewell Agreement, or (ii) the date at which Buyer ceases to be a Member of Sourcewell (“Participating Agreement Term”). In the event that the Participating Agreement terminates or expires pursuant to (i) or (ii) above, Staples agrees to offer Buyer the option to enter into a separate agreement with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.

3.0 Definitions.

3.1 **Sourcewell.** The Sourcewell is public agency serving as a national government/education contracting agency. Sourcewell was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. Sourcewell is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

3.2 **Sourcewell Program.** The specific program(s) checked below:

Supplies Program. Office, school, and other workplace-related supplies and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE SUPPLY CATALOG SOLUTIONS pursuant to RFP award #012320-SCC as amended from time to time.

Furniture Program. Furniture with related accessories and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of FURNITURE WITH RELATED

ACCESSORIES AND SERVICES pursuant to RFP award #121919-SCC as amended from time.

- 3.3 **Products.** All items included in the Sourcewell Program that Buyer purchases or may purchase from Staples.
- 3.4 **Purchase Orders.** Unless otherwise agreed by the parties in writing, all purchase orders issued by Member during the Term of this Participating Agreement shall be governed only by the terms and conditions of this Participating Agreement notwithstanding any preprinted language on Member's purchase order or Staples' acknowledgement thereof.
- 4.0 **Buyer Representations and Warranties.** Buyer hereby represents and warrants that:
- 4.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the Sourcewell Program pursuant to Minnesota Statute 123a.21;
- 4.2 it is a Sourcewell member and will maintain its Sourcewell membership during the Participating Agreement Term;
- 4.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- 4.4 as a member of Sourcewell, Buyer may participate in the Sourcewell Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the Sourcewell Agreement and terms and conditions of this Participating Agreement
- 5.0 **Prices.** Prices for Products are available at the time of purchase on www.StaplesAdvantage.com or as otherwise provided by the Sourcewell Program.
- 6.0 **Rebates.**
- 6.1 Staples will pay Buyer the standard annual Sourcewell volume rebate for purchases made under the Sourcewell Furniture Program #121919-SCC as provided by the Sourcewell Furniture Program #121919-SCC.
- 6.2 Payment of all discounts, incentives and/or rebates paid hereunder is contingent upon Buyer paying all invoices within the agreed-upon payment terms.
- 7.0 **Conflict.** In the event of conflict between this Participating Agreement and the Sourcewell Agreement, the terms and conditions of this Participating Agreement shall control.
- 8.0 **Termination.** Either Party may terminate this Participating Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Participating Agreement under seal as of the Participating Agreement Effective Date.

Lee County Port Authority

By its authorized agent:

(Signature)

Name: _____

Title: _____

Date: _____

Address for Notices:

ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

STAPLES CONTRACT & COMMERCIAL LLC

By its authorized agent:

Wayne Hall

(Signature)

Name: Wayne Hall

Title: RVP Sales

Date: 8/18/20

Address for Notices:

Staples Contract & Commercial LLC

500 Staples Drive

Framingham, MA 01702

ATTN: Wayne Hall

Telephone: _____

Facsimile: _____

Email: Wayne.Hall@staples.com

with a copy to: General Counsel (Ref: _____)

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve an amendment to the "Lease of TSA Office Space at Southwest Florida International Airport's Midfield Terminal" with the United States of America.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: through September 30, 2021</p> <p>4. WHAT ACTION ACCOMPLISHES: Extends the federal government's lease of terminal space for TSA offices to September 30, 2021.</p>	<p>5. CATEGORY: 7. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

On May 9, 2005, the Board approved a "Lease of TSA Office Space at Southwest Florida International Airport's Midfield Terminal" (GSA Lease No. GS-04B-45825) with the United States of America, represented by the General Services Administration. The lease initially covered approximately 7,631 square feet in the terminal.

The lease has been amended fourteen times thus far, nine times via documents GSA called "Supplemental Lease Agreements," or SLAs, followed by five further documents called "Lease Amendments." These amendments were as follows. SLA #1 confirmed the start date of the lease term, which was the terminal opening date. SLA #2 updated the parties' addresses for notices. SLA #3 added two storage rooms and SLA #4 added another storage room. SLA #5 added 1,189 square feet of office space located under the end of Concourse B. SLA #6 added 1,500 square feet in the In Transit Lounge (with rent to commence upon GSA's completion of construction), added one other room, deleted two rooms and adjusted TSA's employee parking lot charge. SLA #7 confirmed the rent commencement date for the 1,500 square foot addition. SLA #8 added two rooms under Concourse D totaling 776 square feet. SLA #9 added one room and deleted three others. Lease Amendment 10 added 225 square feet near the terminal loading dock. Lease Amendment 11 granted GSA an option to extend the lease by five (5) years, from its original expiration date of May 31, 2015, to May 31, 2020. Lease Amendment 12 acknowledged GSA's exercise of that option. Lease Amendment 13 deleted one room, and added one room. Lease Amendment 14 deleted six rooms totaling 1,189 square feet.

The lease was scheduled to expire on May 31, 2020, and, since then, has been continuing on a month-to-month basis. In preparation for the terminal expansion project, which includes relocation of some of TSA's space, staff had been working with GSA earlier this year on a new lease to address those moves. However, in light of the project's status, it

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p>
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Background (continued)

has been deemed preferable to simply extend the current lease for now.

This proposed fifteenth amendment will extend the lease to September 30, 2021, with no substantive changes. The leased premises will remain, as adjusted through Lease Amendment 14, at 9,612 square feet. Rent will remain the same, at \$104,928.06 per month.

Attachments:

1. Contract Summary
2. Proposed Lease Amendment No. 15

CONTRACT SUMMARY

(including effects of first 14 lease amendments, and the proposed Lease Amendment No. 15)

Type of Agreement: Lease of TSA Office Space at Southwest Florida International Airport's Terminal

Tenant: General Services Administration, an executive agency of the United States of America
7771 W. Oakland Park Blvd. Suite 119
Sunrise, FL 33351-6737

Premises: various locations totaling approximately 9,612 square feet throughout the RSW terminal building, consisting of office space, break rooms, and storage areas

Allowed Use(s): official governmental operations by the Department of Homeland Security, Transportation Security Administration.

Term: commencing on September 9, 2005, and ending May 31, 2020
[being extended to September 30, 2021]

Rents/Fees: monthly rent of: \$104,928.06

monthly parking fee of: \$15/employee (subject to adjustment)

Insurance: n/a

Performance Guaranty: n/a

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.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 15
	TO LEASE NO. GS-04B-45825
ADDRESS OF PREMISES Southwest Florida International Airport, 11000 Terminal Access Road, Fort Myers, FL 33319-8209	PDN Number:

THIS AMENDMENT is made and entered into between: **LEE COUNTY PORT AUTHORITY**

whose address is: 11000 TERMINAL ACCESS ROAD
FORT MYERS, FL 33913-8209

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the lease for 16 months.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 1, 2020 as follows:

A. Paragraph 2 as set forth in the Lease and all subsequent Lease Amendments is hereby amended as follows:

“TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 9, 2005 through September 30, 2021 subject to termination and renewal rights as may be hereinafter set forth.”

B. Paragraph 3 as set forth in the Lease and all subsequent Lease Amendments is hereby deleted and replaced as follows:

“3. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:”

This Lease Amendment contains (2) pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

 Name: _____
 Title: _____
 Entity: _____
 Date: _____

FOR THE GOVERNMENT:

 Name: _____
 Title: Lease Contracting Officer
 General Services Administration, Public Buildings Service
 Date: _____

WITNESSED FOR THE LESSOR BY:

 Name: _____
 Title: _____
 Date: _____

	June 1, 2020 – September 30, 2021
	ANNUAL RENT
SHELL RENT ¹	\$1,216,267.16
OPERATING COSTS ²	\$37,775.16
Other ³	\$5,094.36
TOTAL ANNUAL RENT	\$1,259,136.68

¹Shell rent calculation:

\$126.54 rounded per RSF multiplied by **9,612** RSF

²Operating Costs rent calculation: **\$3.93 rounded** per RSF multiplied by **9,612** RSF.

³Other Costs (Cabling Optics) calculation: **\$.53** per RSF multiplied by **9,612** RSF.

- C. Paragraph 4 as set forth in the Lease all subsequent Lease Amendments is hereby unchanged and restated as follows: "The Government may terminate this lease, in whole or in part, at any time after May 31, 2010, by giving the Lessor at least 90 days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."
- D. The following attachments are hereby included as exhibits to the Lease as follows:
 - 1. Attachment 1: FAR Representation, 52.204-24, entitled "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."
 - 2. Attachment 2: General Clause Addendum to the Lease with the new FAR clause 52.204-25, entitled "Prohibition on Contracting Certain Telecommunications and Video Surveillance Services or Equipment," and the new GSAR clause entitled "Representation Regarding Certain Telecommunications and Video Surveillance Services Equipment."

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

LESSOR: _____ GOVERNMENT: _____

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision- "Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.*

The Offeror represents that—

LESSOR: _____ GOVERNMENT: _____

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment

REV (12/19)

Page 1 7. -

it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer--

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <hr/> Signature	TELEPHONE NUMBER <hr/> Date
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LESSOR: _____ GOVERNMENT: _____

General Clause Addendum to the Lease
FAR 52.204-25 and GSAR 552.204-70

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

LESSOR: _____ GOVERNMENT: _____

General Clause Addendum
REV (12/19)
Page 1

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any

affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR: _____ GOVERNMENT: _____

General Clause Addendum
REV (12/19)
Page 3

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [] will or [x] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "First Amendment to Fuel System Agreement for Southwest Florida International Airport" with RSW Fuel Company LLC.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: October 1, 2011, to September 30, 2041</p> <p>4. WHAT ACTION ACCOMPLISHES: extends the term of the Fuel System Agreement with RSW Fuel Company, LLC by an additional 10 years</p> | <p>5. CATEGORY: 8.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
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- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

RSW Fuel Company LLC (the "LLC") leases Southwest Florida International Airport's airline fuel system under a "Fuel System Agreement" with the Authority dated November 14, 2011. The LLC is owned and controlled by its members, each of which are air carriers serving the airport. The LLC's current members are Air Berlin, Air Canada, American, Delta, JetBlue, Southwest, Spirit, Sun Country, and United.

The LLC desires to extend the term of the agreement in order to facilitate its procurement of additional financing for its operations. This proposed First Amendment will extend the term of the agreement by an additional ten (10) years, from September 30, 2031, to September 30, 2041. All other terms of the agreement will remain unchanged.

Attachments:

- (1) Contract Summary
- (2) Proposed "First Amendment To Fuel System Agreement at Southwest Florida International Airport"

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p> |
|---|---|

Contract Summary

(Including effects of proposed First Amendment)

Agreement: Fuel System Agreement for Southwest Florida International Airport

Lessee: RSW Fuel Company LLC
c/o Keith Taylor
Fuel Division
Delta Air Lines, Inc.
11000 Terminal Access Road, Suite 8631
Fort Myers, Florida 33913

Leased Premises: RSW Fuel Storage Area, Fuel System Improvements, and GSE Fueling Facility

Allowed Use(s): Receiving, storing, distributing, and dispensing fuel into aircraft and ground service equipment

Term of Lease: October 1, 2011 to 11:59 p.m. on September 30, 2031 [*being extended to September 30, 2041*]

Rent: a Flowage Fee (initially 1 cent per gallon, subject to CPI adjustments) applicable to fuel dispensed to Non-Signatory Users; plus

Fuel System Rent of \$146,205.10 per month (subject to CPI adjustments); plus

GSE Fueling Facility Rent of \$263.98 per month (subject to CPI adjustments); plus

A Fuel System Casualty Insurance Reimbursement Charge.

Insurance: Authority will carry:
Fire and extended coverage risks, as may be insurable at a reasonable premium

Lessee will carry:
Fuel Facilities Aviation Liability: \$100 million
Environmental Site Specific Liability: \$10 million

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.

FIRST AMENDMENT TO
FUEL SYSTEM AGREEMENT FOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AMENDMENT is made and entered into this ____ day of _____, 2020, 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 ("Authority"), as Lessor, and **RSW FUEL COMPANY LLC**, a Delaware limited liability company ("Lessee").

Background

Authority and Lessee are parties to a certain "Fuel System Agreement for Southwest Florida International Airport" dated November 14, 2011 (herein the "Agreement"). The parties desire to amend said Agreement by extending the term, in order to facilitate Lessee's procurement of additional financing for its operations.

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

1. Extension of Term.

Article 3 of the Fuel System Agreement for Southwest Florida International Airport, dated November 14, 2011, (entitled "Term") is hereby amended such that the term of the Agreement will continue until 11:59 p.m. on September 30, 2041.

2. No Other Changes.

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

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

RSW FUEL COMPANY LLC
(Lessee)

By: *Keith Taylor*
Print name: Keith TAYLOR
Title: Member - Chairperson
Date: Chg August 27, 2020

WITNESSED BY:

x *Mozella Reed*
Witness

Mozella Reed
Print Name

x *Duane Reed*
Witness

Duane Reed
Print Name

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: _____
Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 20-31MLW Runway Rubber Removal for Southwest Florida International Airport to Danton Hydroblasting, LLC (Primary vendor) and to Waterblasting, LLC (Secondary vendor), the two lowest, most responsive and responsible bidders and authorize Chairman to execute service provider agreements.
2. **FUNDING SOURCE:** Account WJ5300041200.503490
3. **TERM:** Two-year term with two (2) optional two-year renewal terms.
4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for runway rubber removal services to a primary and a secondary vendor.

5. **CATEGORY:** 9.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. **BACKGROUND:**

On April 6, 2020, the Lee County Port Authority advertised RFB 20-31MLW entitled "Runway Rubber Removal for Southwest Florida International Airport." Advertisements were also placed on the LCPA website, aviation-related periodicals (ACI-NA, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. Thirty-two (32) vendors were notified of the RFB, and twenty-six (26) companies requested and received the bid package. Four (4) responses were received by the bid deadline, May 1, 2020.

LCPA typically hires a third party vendor to perform runway rubber removal services five (5) times a year in order to maintain the pavement friction coefficient required by the FAA. Annually, these services cost approximately \$60,000.00. Since RSW is a single runway commercial service airport, all rubber removal cleaning cycles must be performed after the last aircraft arrival and before the first departure the following morning, during the overnight hours between 11:30 PM and 5:00 AM. Based upon previous experience with a limited number of vendors who specialize in this type of service, staff elected to bid and procure a primary and secondary vendor.

Therefore, staff recommends Board award to Danton Hydroblasting, LLC, the lowest, most responsive, responsible bidder for an annual estimated bid amount of \$76,928.21 as primary vendor and to Waterblasting, LLC, DBA Waterblasting.Com, the second most responsive, responsible bidder whose bid price was \$121.55 or .00158% higher than the lowest bidder - Danton. If Danton Hydroblasting is not available, or services do not meet staff's requirements, Waterblasting.Com will be contacted and scheduled to perform the requested services.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

Per addendum # 1, the term of this agreement will be for two (2) years, with two (2) optionnal two (2) year extension terms to be considered at a later date and awarded at the discretion of the Authority. Staff recommends the initial two (2) year term be awarded to both Danton Hydroblasting, LLC and to Waterblasting.Com

Attachments:

- (1) Bid Tabulation of RFB 20-31MLW
- (2) RFB 20-31MLW
- (3) Addendum 1
- (4) Addendum 2
- (5) Submittal Danton Hydroblasting, LLC
- (6) Submittal Waterblasting, LLC
- (7) Service Provider Agreement Danton Hydroblasting, LLC (Primary)
- (8) Service Provider Agreement Waterblasting, LLC (Secondary)



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 590-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 20-31 MLW

Bid Title: Runway Rubber Removal

Opening Date: Friday, May 01, 2020

Opening Time: 2:00 PM

Opened By: Megan Wilson

Title: Purchasing Agent

Verified By: Melissa Wendel

Attended Opening: _____

	FIRM	COST
1	Mario's Painting of South Florida, Inc	81,549.80
2	Danton Hydroblasting	76,928.21
3	Waterblasting.Com	77,049.80
4	Hasco Inc	412,249.00
5		
6		
7		
8		
9		
10		

**** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE****



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

REQUEST FOR BIDS (RFB)

RFB 20-31MLW

FOR

Runway Rubber Removal for the Southwest Florida Airport

DATED: April 6, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Megan Wilson, Procurement Agent
TELEPHONE: (239) 590-4558
E-MAIL: mlwilson@FlyLCPA.com

There is no Pre-Bid Meeting

INQUIRY/CLARIFICATION REQUEST DEADLINE:
Friday, April 17, 2020 - TIME: 5:00 P.M., Local Time

BIDS DUE:
Friday, May 01, 2020 - TIME: 2:00 P.M., Local Time

USE THIS LINK TO VIEW THE OPENING OF BIDS:

Join Hangouts Meet
meet.google.com/udf-uugn-rje

Meeting ID
meet.google.com/udf-uugn-rje

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PART A- INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

Bids will be opened and read publicly after the opening time and date published on the cover page of this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening through electronic means by using the link to the meeting that is provided on the cover page of this Request for Bids.

A.02 SUBMISSION OF BIDS

The Authority is accepting electronic bid submittals in IonWave at www.ionwave.net up until the time and time indicated on the cover sheet of this Request for Bids. Hard copy bids are not being accepted. Faxed bids will not be accepted.

Bids must be submitted prior to the deadline for submittal of bids. Bidder is responsible for taking all necessary steps to ensure their bid is received by the due date and time. The Authority is not responsible for missing, lost or delayed bids that result in the bid arriving after the time due.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES

Electronic submission of sealed bids to IonWave prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by technology that may be used or for any other reason. The Bidder is hereby directed to cause submission of their bid prior to the bid opening time.

A.04 INQUIRIES/CLARIFICATION

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder shall examine all RFB documents and shall judge all matters relating their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB shall be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses Ionwave Technologies at www.ionwave.net to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Ionwave Support at 866-277-2645, or by registering at <https://www.ionwave.net> or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via IonWave Technologies or may be obtained by contacting the Purchasing Office.

All addenda shall become part of the bid documents.

A.06 PRE-BID MEETING

If indicated, a pre-bid meeting will be held at the location on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. Bidders' failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

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

A.07 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder shall examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.08 COST OF PREPARATION

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

A.09 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 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 Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder 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 procurement of materials and leases of equipment. The successful Bidder will not participate directly or indirectly in 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.

A.11 GENERAL CIVIL RIGHTS

The successful Bidder 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 benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.12 CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority’s bid form that is altered or detached, will be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.13 DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.14 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty

(30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority's receipt and review of an exemption claim, the Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.16 TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.17 EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.18 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgement, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

A.19 AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Evidence that bidder has a financial interest in the company of a competing bidder.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder 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 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

A.21 NO LOBBYING:

All Bidders 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 are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms,

businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

A.23 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid shall file a written notice of intent to file a protest with the Purchasing Office not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.24 FINANCIAL RESPONSIBILITY

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

A.25 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.26 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.27 ESTIMATED QUANTITIES

If provided, estimated quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. Payment to the successful bidder will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

A.28 NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.29 WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.30 UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.31 FRONT LOADING OF BID PRICING PROHIBITED

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.32 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.33 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serves the best interests of the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

A.34 EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

Until approval and final execution of the Service Provider Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

A.35 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall include purchase order number or Contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A.]

PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

1. MINIMUM QUALIFICATIONS

Bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to supply the goods or perform the services set forth in this RFB.

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation or business entity that has registered and is authorized to do business in the State of Florida.

2. BASIS OF AWARD

The award of a contract under this RFB will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total quote. To be considered for award, bidder is required to bid all line items.

The Authority reserves the right to award to one or multiple bidders. If the Authority makes multiple awards, it may additionally choose to assign a status of Primary and Secondary bidder as applicable. When a Primary/Secondary bidder status is assigned, the Primary vendor will be the Authority's first contact for the assignment of any work or the purchase of any materials required pursuant to this RFB.

If the Primary vendor is unable to fulfill the Authority's needs or meet the Authority's required timelines, the Secondary vendor would be the next order of contact, as applicable.

Additionally, the bidder(s) selection order may be changed at any time during the term of the Service Provider Agreement as a result of deficient or non-completed performance by a bidder.

3. PURCHASE ORDER

Purchase orders will be issued on an as needed basis for actual services required. Actual orders for material(s) and/or service(s) listed on the Bid Form are neither guaranteed nor implied. All orders are on "as needed" and "as funds permit" basis. The Authority may order all, some, or none of the bid items listed.

4. TERM

Any agreement awarded under this RFB will become effective on October 1, 2020. The term of the contract will be for a **one (1) year** with an option reserved to the Authority to extend the term of the agreement for **two (2) additional two (2) year renewal periods** by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

5. WARRANTY

Successful bidder warrants that for a period of one year from the date of final completion and acceptance of all work, materials, and equipment furnished as defined herein shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment or faulty workmanship.

During the warranty period, Authority may, at its option, request that successful bidder, at its cost, repair or replace any defective materials, equipment or workmanship upon written notice to successful bidder. In that event successful bidder must repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days. Alternatively, Authority may return the defective goods, at successful bidder's expense, for a full refund. Exercise of

either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B.]

PART C – INSURANCE AND BONDING REQUIREMENTS

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

No agreement will be made pursuant to this Request for Bid until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder 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 \$1 million per occurrence and \$2 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$2 million per person and per accident for bodily injury, and \$100,000 per accident for property damage; OR combined single limits of at least \$1 million per accident.

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 Bidder from potential insurer insolvency.

Waiver of Subrogation

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful 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 bidder 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 bid. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. **Send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com**

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

Policy on Request

In addition, when requested in writing by the Authority, the 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 bidder understands and agrees that by entering an agreement with bidder, 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 C.]

PART D - PROJECT INFORMATION AND REQUIREMENTS

RFB 20-31MLW: Runway Rubber Removal at Southwest Florida International Airport

SCOPE OF WORK

The Lee County Port Authority (Authority) is soliciting competitive sealed bids from interested and qualified companies to furnish runway rubber removal at the Southwest Florida International Airport in accordance with this Scope of Work.

General

The successful Bidder will be required to provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. The successful Bidder must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided by the successful Bidder upon the Authority's request and at various times during the term of the contract.

Estimated Quantities

Southwest Florida International Airport is a single runway. Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities that will be ordered or the amount of compensation paid during the term of the proposed agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The successful Bidder shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

Successful Bidder shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

Successful Bidder shall report immediately to the Authority's representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. Successful Bidder shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of the agreement, successful Bidder shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the required work. Successful Bidder shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

Successful Bidder shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The successful Bidder is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.

Hours of Operation

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Successful Bidder shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The successful Bidder shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority's scheduled operations and then approve or deny the request.

If an emergency condition is declared by the Authority's Executive Director, the Director of Operations or their designee, the successful Bidder will perform work during such hours as specified by the Authority.

Personnel

Successful Bidder shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Successful Bidder's personnel shall provide all services in a professional manner.

Successful Bidder shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the successful Bidder. It will be the successful Bidder's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed agreement. In addition, the successful Bidder must have someone in attendance at all times who can communicate instructions to all of its employees.

Successful Bidder shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the successful Bidder must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Bidder's expense.

Successful Bidder shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the successful Bidder.

The successful Bidder shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the successful Bidder's motor vehicles brought on the Authority's premises shall have the successful Bidder's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the successful Bidder's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the successful Bidder's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the successful Bidder's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of the agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the successful Bidder and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The successful Bidder's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for the successful Bidder's use at the Authority's Facilities Maintenance Complex during the term of the agreement. Successful Bidder shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Successful Bidder shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the successful Bidder at no cost. The successful Bidder shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required by the Bidder

The successful Bidder shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The successful Bidder shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The successful Bidder shall be responsible for all maintenance of any equipment furnished by the successful Bidder and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

The successful Bidder agrees that the Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the successful Bidder, or by its officers, employees, subcontractors or agents in the performance of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the successful Bidder to remove it from service and repair or replace it promptly.

The successful Bidder shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the successful Bidder or its agents or employees. In the event the successful Bidder has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the successful Bidder and deduct such cost from the next amount due the successful

Bidder under the agreement. If no amounts are due under the agreement, successful Bidder will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicates the successful Bidder has not met the requirements stated herein, the successful Bidder shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the successful Bidder additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The successful Bidder shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The successful Bidder shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The successful Bidder shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. No work shall be performed outside of the specified scope of work by the successful Bidder without prior written authorization from the Authority's representative.

Approximately thirty (30) days prior to a requested date of service the Authority's representative will coordinate with the successful Bidder regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After successful Bidder's arrival on-site, and prior to commencement of each requested service, the Authority's representative will conduct a pre-performance meeting. An authorized representative of the successful Bidder shall attend this conference.

Runway Rubber Removal

At the beginning of each requested service the successful Bidder will perform a Pre-Performance Demonstration/Test.

The Bidder shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;

At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the successful Bidder's activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the successful Bidder.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The successful Bidder shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the successful Bidder must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, specified by the FAA. The forty-five second Pre- Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority's representative).

Successful Bidder shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the successful Bidder in the Authority designated area(s) and/or containers.

Successful Bidder will be allowed a maximum of three (3) attempts to successfully pass the Pre- Performance Demonstration/Test. If, after three attempts, the successful Bidder fails to demonstrate its ability to perform the service, the Authority may elect to terminate the agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority's representative or its

designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the successful Bidder. If deficiencies are noted in a report, the successful Bidder shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the successful Bidder's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the successful Bidder shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of the agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in the service provider agreement.

Use of Premises

During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the successful Bidder fails to accomplish the foregoing, the successful Bidder may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Successful Bidder shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

[END OF SECTION D]

PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County _____

of: _____

This foregoing instrument was acknowledged before me

this _____ day of

_____, 20___, by _____, who is personally known to

me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM

BID NO. **RFB 20-31MLW**

BIDDER'S NAME: _____

RECEIVING DATE: FRIDAY, MAY 01, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents in, including but not limited to, Instructions to Bidders, Special Instructions and Requirements, Insurance and Bonding Requirements, Scope of Work, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Runway Rubber Removal at Southwest Florida International Airport

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

PRICING:

In the event of a mathematical discrepancy, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The Authority will only accept bids submitted on non-altered bid forms provided by the Authority. Bids submitted on other forms, other than those provided by the Authority will be deemed non-responsive and ineligible for award.

For bidding purposes there are approximately four (4) cleanings under 90,000 square feet and five (5) cleanings greater than 90,000 square feet based on historical data. The estimated quantities set out on the bid form are provided for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities to be ordered or dollars spent, during the term of the agreement. Final payment for services shall be based on actual quantities provided.

FORM 2: OFFICIAL BID FORM (CON'T)

COMPANY NAME: _____

SOLICITATION: RFB 20-31- Runway Rubber Removal at Southwest Florida Airport

By submission the Bidder here by acknowledges they are familiar with the local conditions, nature and extent of the work, and having examined carefully the quote documents, including but not limited to, Information For Bidders, Special Instructions and Requirements, Scope of Work and other Contract Documents, and having fulfilled quote requirements herein, the successful Bidder shall provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas and all other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority in accordance with these specifications. Services will be provided upon the Authority’s request at various times during the term of the contract, based on the following quote schedule:

Item	Description	Unit Price	Annual estimated quantity	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) thousand Square Feet		739,053	Square Foot	\$
2	Rubber Removal greater than ninety thousand (≥90,000) thousand Square Feet		31,445	Square Foot	\$
3	Mobilization		9	Each	\$

****Quantities are not guaranteed. Final payment will be based on actual quantities**

Grand Total Quote (Items 1-3) \$

(GRAND TOTAL WRITTEN IN WORDS)

FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of _____

(Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid 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 Authority Bids. The prospective Bidder 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
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)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: _____

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE 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 PUBLIC ENTITY 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 _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My
Commission Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

_____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

FORM 7: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

Notary Public – State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced identification _____.

My Commission Expires _____

(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]

Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

- 1) **Section 1:** Bidder is to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder's information.)
- 2) **Section 2:** Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
- 3) **Section 3:** To be completed by the reference respondent.
- 4) **Section 4:** The reference respondent to print and sign name
- 5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent.
- 6) Failure to obtain reference surveys may make your company non-responsive.

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
 FOR THE LEE COUNTY PORT AUTHORITY
 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:		Procurement Agent: <u>Megan Wilson</u>
Company:		Due Date: <u>5/1/2020</u>
Email:		Total # Pages: _____
Phone:		Phone: <u>239-590-4558</u>
		Email: <u>mlwilson@FlyLCPA.com</u>
Section 2		
Bidder Name:		
Client’s Project Name:		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
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)
---------------	----------	------------------	-----------------------

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?

E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		NO	

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

NO BID SUBMISSION (OPTIONAL FORM)

Note: This form is optional – Please return this form to the Purchasing Office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to PROCUREMENT MANAGER at mmwendel@FlyLCPA.com or Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Our services do not meet the Scope of Services

_____ Circle one - Scope of Services were:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

SERVICE PROVIDER AGREEMENT ATTACHED (Draft)

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
RFB 20-31MLW
RUNWAY RUBBER REMOVAL
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER 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 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and _____, a _____ corporation, authorized to do business in Florida ("PROVIDER"), at _____, Federal Identification Number _____.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the Runway Rubber Removal Project at 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 under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid agreeing to provide the requested goods or 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 Statutes 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 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 BIDS - 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 the Authority has relied on Provider's representations and the 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 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for one (1) year. The term of this Agreement may be extended at Authority's sole option for two (2) additional two (2) year terms upon agreement of the parties. To extend the term,

Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the initial term or any extension term. The parties will agree to the extension and any modifications to the current term in a written extension agreement that is signed by both parties.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 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.

10.2 METHOD OF PAYMENT

- (a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider's invoice and Authority's acceptance of Providers' work, Authority will pay Provider as specified in Provider's Bid and Exhibit "B".

All invoices are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, out-of-pocket expenses and costs, 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 shall 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. 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.

11.0 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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - 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) **Building Plans** - 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 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.

14. 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:

- 14.1 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;
- 14.2 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;
- 14.3 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
- 14.4 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](https://FLYLCPA.COM/PUBLICRECORDSREQUESTS).

15.0 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.

16.0 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.

17.0 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.

18.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice 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, Provider 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. 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 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 Provider from potential insurer insolvency.

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, or any goods be provided, 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 the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.4, 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.

18.2. 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:

18.2.1. 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 and Advertising 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:

General Aggregate	\$5,000,000
Per Occurrence	\$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.

18.2.2. Automobile Liability Insurance 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 Liability – Per Person	\$2,000,000 Combined Single Limit
Property Damage	\$100,000
OR	
Combined Single Limit	\$2,000,000 Per Accident

18.2.3. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Each Loss or Expense	\$2,000,000
General Aggregate	\$2,000,000 per 1 year policy period

18.2.4. Worker's Compensation and Employers Liability Insurance 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	\$1,000,000
Disease Each Employee	\$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.5. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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 work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.6. 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 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 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.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 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.

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 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.

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 DBE POLICY. 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 PROMPT PAYMENT REQUIREMENTS. 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.

26.3 INCORPORATION OF PROVISIONS. 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 Act 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 procurement 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

Provider must agree to comply with applicable statutes, Executive Orders and rules established 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.

This provision binds the Provider 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 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:

- 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 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.

31.0 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.

32.0 NOTICES AND ADDRESS

32.1 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

32.2 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.

33.0 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.

34.0 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., 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.

35.0 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.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

37.0 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.

38.0 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.

WITNESS:

LEE COUNTY PORT AUTHORITY

By: _____

By: _____
Purchasing Manager

Approved as to Form for the Reliance
of 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

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority's request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority's representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.

Hours of Operation

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority's scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority's Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

Personnel

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider's personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider's expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider's motor vehicles brought on the Authority's premises shall have the Provider's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the Provider's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider's use at the Authority's Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance

of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

Warranty

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority's representative.

Approximately thirty (30) days prior to a requested date of service the Authority's representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After Provider's arrival on-site, and prior to commencement of each requested service, the Authority's representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.

Runway Rubber Removal

At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;
- At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider's activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider's ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority's representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority's representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are

noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

Use of Premises

During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

EXHIBIT "B"

COMPENSATION SCHEDULE

Item	Description	Annual estimated quantity	Unit Price	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) Square Feet	739,053	\$	Square Foot	\$
2	Rubber Removal greater than ninety thousand (\geq 90,000) Square Feet	31,445	\$	Square Foot	\$
3	Mobilization	9	\$	Each	\$

****Quantities are not guaranteed. Final payment will be based on actual quantities**

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	A
Name and Address of Insured	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate Products Comp/Ops Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one Fire) Medical Expense (Any one Person) Specific Project*	\$ \$ \$ \$ \$ \$As above	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury and Property Damage Combined	Each Accident \$ \$ \$ \$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence \$	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory (Each Accident) (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:

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

Name and Address of Certificate Holder
Date Issued: _____
Authorized Representative: _____
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.



Posted Date: April 10, 2020

Solicitation #: RFB 20-31MLW

Solicitation Name: Runway Rubber Removal

Subject: Addendum Number 1

Companies and other interested parties are officially informed that the above-referenced Request for Bids 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 on Form 1, Bidder’s Certification.

Q1. Update bid submission language; Part A.02.
<p>A. The Authority is accepting electronic bid submittals to in LonWave at www.lonwave.net up until the date tie and time indicated on the cover sheet of this Request for Bids. Hard copy or bids sent electronically directly to the Port Authority will not be are not being accepted. Faxed bids will not be accepted.</p>
Q2. Update Term; Part B, # 4
<p>A. The term of the agreement is being revised as follows:</p> <p>The term of any agreement resulting from award of this Request for Bids will be two (2) years. The Authority will reserve the option to extend the term of the agreement for two (2) additional two (2) year terms, on the same terms and conditions and at the Authority’s sole discretion. If the Authority exercises both options the total term of the agreement will be six (6) years.</p>

END OF ADDENDUM



 Melissa Wendel, CPPO
 Procurement Manager

cc: Gregory Hagen, Port Authority Attorney
 James Furiosi, Maintenance Department Director
 Richard Keene, Senior Manager, Facilities
 Megan Wilson, Procurement Agent



Purchasing Office
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
Direct Line: (239)-590-4558
mlwilson@flylcpa.com

Posted Date: April 23, 2020

Solicitation #: RFB 20-31MLW

Solicitation Name: Runway Rubber Removal

Subject: Addendum Number 2

Companies and other interested parties are officially informed that the above-referenced Request for Bids 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 on Form 1, Bidder's Certification.

<p>1. Is there a budget amount available to the public?</p>
<p>A. The estimated budgeted amount for Runway Rubber Removal is between \$45,000 to \$60,000 yearly.</p>
<p>2. Is there a planholders list available that could be emailed to me?</p>
<p>A. As of 4/21/2020 the following companies have downloaded the solicitation documents.</p> <p>Jani King Of Fort Myers Monarch Graphics Construct Connect Danton Hydroblasting E & H Car Crushing Co. Inc. More Power LLC</p>
<p>3. Please amend the following: Minimum Qualifications, Part B, Section #1, page 11, add the following.</p>
<p>A. Bidder must have (3) three years experience with the services related to the subject of this RFB scope.</p>

Reminder: Submittals are due: Friday, May 01, 2020, prior to 2:00 PM (local time).

 Melissa Wendel, CPPO
 Procurement Manager
 cc: Gregory Hagen, Port Authority Attorney
 James Furiosi, Maintenance Department Director
 Richard Keene, Senior Manager, Facilities
 Megan Wilson, Procurement Agent



DANTON HYDROBLASTING, LLC

119 Commerce Way, Suite B

Sanford, FL 32771

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

RFB 20-31MLW

Runway Rubber Removal for the Southwest Florida Airport

PURCHASING OFFICE DESIGNATED CONTACT

Megan Wilson, Procurement Agent

Telephone: (239) 590-4558

E-Mail: mlwilson.@FlyLCPA.com

designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the successful Bidder. If deficiencies are noted in a report, the successful Bidder shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the successful Bidder's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the successful Bidder shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of the agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in the service provider agreement.

Use of Premises

During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the successful Bidder fails to accomplish the foregoing, the successful Bidder may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Successful Bidder shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.



[END OF SECTION D]

PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

Addendum # 1 Date: 4/10/2020 Addendum # _____ Date: _____
Addendum # 2 Date: 4/23/2020 Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DANTON HYDROBLASTING, LLC
NAME OF BUSINESS

119 COMMERCE WAY, SUITE B
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

SANFORD, FL 32771
CITY, STATE & ZIP CODE

Tom Underwood, President
NAME, TITLE, TYPED

(321) 420-4500 (407) 915-6535
TELEPHONE NUMBER / FAX NUMBER

45-2039616
FEDERAL IDENTIFICATION #

LISANDRO@DANTONHYDROBLASTING.COM
EMAIL ADDRESS

State of: Florida

County of: Seminole

This foregoing instrument was acknowledged before me this 1st day of May, 2020, by Tom Underwood, who is personally known to me or produced _____ as identification.

Pamela J Freedom
Signature of Notary

Serial/Commission No.



Pamela J. Freedom
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287051
Expires 3/9/2023

V08.02/2019

FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-31MLW

BIDDER'S NAME: DANTON HYDRO BLASTING, LLC

RECEIVING DATE: FRIDAY, MAY 01, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents in, including but not limited to, Instructions to Bidders, Special Instructions and Requirements, Insurance and Bonding Requirements, Scope of Work, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Runway Rubber Removal at Southwest Florida International Airport

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

PRICING:

In the event of a mathematical discrepancy, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The Authority will only accept bids submitted on non-altered bid forms provided by the Authority. Bids submitted on other forms, other than those provided by the Authority will be deemed non-responsive and ineligible for award.

For bidding purposes there are approximately four (4) cleanings under 90,000 square feet and five (5) cleanings greater than 90,000 square feet based on historical data. The estimated quantities set out on the bid form are provided for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities to be ordered or dollars spent, during the term of the agreement. Final payment for services shall be based on actual quantities provided.

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

FORM 2: OFFICIAL BID FORM (CON'T)

COMPANY NAME: DANTON HYDROBLASTING, LLC

SOLICITATION: RFB 20-31- Runway Rubber Removal at Southwest Florida Airport

By submission the Bidder here by acknowledges they are familiar with the local conditions, nature and extent of the work, and having examined carefully the quote documents, including but not limited to, Information For Bidders, Special Instructions and Requirements, Scope of Work and other Contract Documents, and having fulfilled quote requirements herein, the successful Bidder shall provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas and all other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority in accordance with these specifications. Services will be provided upon the Authority's request at various times during the term of the contract, based on the following quote schedule:

Item	Description	Unit Price	Annual estimated quantity	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) thousand Square Feet	\$ 0.07	739,053	Square Foot	\$ 51,733 ⁷¹
2	Rubber Removal greater than ninety thousand (≥90,000) thousand Square Feet	\$ 0.10	31,445	Square Foot	\$ 3,144 ⁵⁰
3	Mobilization	\$ 2,450 ⁰⁰	9	Each	\$ 22,050 ⁰⁰

**Quantities are not guaranteed. Final payment will be based on actual quantities

Grand Total Quote (Items 1-3) \$ 76,928²¹

SEVENTY SIX THOUSAND NINE HUNDRED AND TWENTY EIGHT DOLLARS
(GRAND TOTAL WRITTEN IN WORDS)

WITH TWENTY-ONE CENTS

FORM 3: LOBBYING AFFIDAVIT

STATE OF: FLORIDA

COUNTY OF: SEMINOLE

Tom Underwood,
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 DANTON HYDROBLASTING, LLC (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid 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 Authority Bids. The prospective Bidder 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

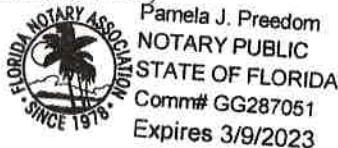
The foregoing instrument was acknowledged before me on May 1, 2020,
by Tom Underwood (name of person, officer or agent, title of officer or agent), of
Danton Hydroblasting, LLC (corporation or partnership, if applicable), a
Florida (State of incorporation or partnership, if applicable), on behalf of
the _____ (Corporation or partnership, if applicable). He/She is personally
known to me or has _____ as identification.
produced _____

Pamela J Freedom
Signature of person taking acknowledgment

Pamela J Freedom
Name typed, printed, or stamped

(Title or rank)

Pamela J Freedom
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

FORM 4: PUBLIC ENTITY CRIMES FORM


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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME:



TOM UNDERWOOD - PRESIDENT
DANTON HYDRO BLASTING, LLC


RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[Signature]

Notary Public
State of Florida
County of Seminole

Sworn to and subscribed before me this 1st day of May, 2020,
by Tom Underwood who produced the following as identification
_____ (Type of identification) or is personally known to me. My

Commission Expires _____
Pamela J. Freedom
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287051
Expires 3/9/2023

[stamp or seal] 

[Signature of Notary Public]

Pamela J Freedom
[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

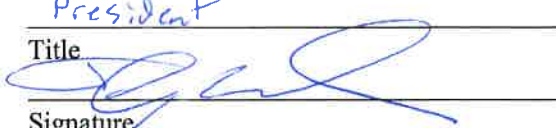
- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

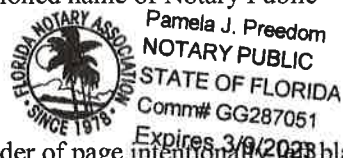
FORM 7: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Tom Underwood
Printed Name
President
Title

Signature

Notary Public – State of Florida
County of Seminole
Sworn to and subscribed before me this 1st day of May, 20 20
Personally known or produced identification _____
My Commission Expires _____
(Type of identification) _____

Pamela J. Freedom
Printed, typed or stamped commissioned name of Notary Public



[Remainder of page intentionally left blank]

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Brian Boatner - President	Procurement Agent: <u>Megan Wilson</u>
Company:	Roads and Runways	Due Date: <u>5/1/2020</u>
Email:	roadsandrways@aol.com	Total # Pages: _____
Phone:	(386) 255-4521	Phone: <u>239-590-4558</u>
		Email: <u>mlwilson@FLYLCPA.com</u>
Section 2		
Bidder Name:	Danton Hydroblasting, LLC	
Client's Project Name:	Runway Rubber Removal for the Southwest Florida Airport	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

1. How long have you done business with this company?

7 Years

2. What type(s) of business have you done with this company?

We have worked together cleaning and striping air fields.

3. What is your overall impression of this company's qualifications?

Excellent! Great equipment, great management!

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
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- 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?

<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
E	<input checked="" type="radio"/> G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> E	G	S	NS
<input checked="" type="radio"/> YES		NO	

11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

Danton is the best in the business I only use them on my airfield projects.

Brian Boatner

4/24/20

RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Phil Farnstorm - Airport Operations Supervisor	Procurement Agent: <u>Megan Wilson</u>
Company:	Daytona Beach International Airport	Due Date: <u>5/1/2020</u>
Email:	pfarnstrom@volusia.org	Total # Pages: _____
Phone:	(386) 248-8030 Ext 18371	Phone: <u>239-590-4558</u>
		Email: <u>mlwilson@FlyLCPA.com</u>
Section 2		
Bidder Name:	Danton Hydroblasting, LLC	
Client's Project Name:	Runway Rubber Removal for the Southwest Florida Airport	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

1. How long have you done business with this company?

3 Years

2. What type(s) of business have you done with this company?

Water Blasting / Marking Removal & Rubber Removal

3. What is your overall impression of this company's qualifications?

Danton is very qualified and familiar with the airport & runway enviroment

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company's overall service quality?

<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(YES)</u>	NO		

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 the services his company has furnished and performed at your facility?

Lisandro and the rest of the Danton team have provide excellent customer service & work quality at Daytona Beach Int for the past 3 years. We will be requeting Danton's services for Rubber Removal on our primary runway in May. They provide excellent service!



4-23-2020

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Michael A. Baker - Manager, Airport Operations and Facilities	Procurement Agent: <u>Megan Wilson</u>
Company:	Ocala International Airport	Due Date: <u>5/1/2020</u>
Email:	mabaker@ocalafl.org	Total # Pages: _____
Phone:	(352) 629-8377	Phone: <u>239-590-4558</u>
Section 2		Email: <u>mlwilson@FLVLCPA.com</u>
Bidder Name:	Danton Hydroblasting, LLC	
Client's Project Name:	Runway Rubber Removal for the Southwest Florida Airport	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
2 Years
- What type(s) of business have you done with this company?
Airport runway marking cleaning
- What is your overall impression of this company's qualifications?
Very good

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		NO	

- Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

Danton was very good to work with for the type of work we needed. They put in the time and effort to ensure that we were satisfied with the work.



Michael A. Baker
Airport Operations Manager
4/28/20

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L11000049639

Entity Name: DANTON HYDROBLASTING, LLC

Current Principal Place of Business:

119 COMMERCE WAY
STE. B
SANFORD, FL 32771

Current Mailing Address:

119 COMMERCE WAY
STE. B
SANFORD, FL 32771 US

FEI Number: 45-2039616

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

UNDERWOOD, THOMAS J
603 CENTRAL PARK DR.
SANFORD, FL 32771 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name UNDERWOOD, THOMAS J
Address 119 COMMERCE WAY
STE. B
City-State-Zip: SANFORD FL 32771

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS UNDERWOOD

MGRM

02/05/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

 ORIGINAL

State of Florida

Department of State

I certify from the records of this office that DANTON HYDROBLASTING, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 27, 2011.

The document number of this limited liability company is L11000049639.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on February 5, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of April,
2020*




Secretary of State

Tracking Number: 8136158449CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

requirements are subject to legislative change.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/20

DANTON HYDROBLASTING LLC
119 COMMERCE WAY #B
SANFORD, FL 32771

Account #: 194428

NOT REGULATED

TOM UNDERWOOD (OFFICER)

**SANFORD CITY LICENSE REQUIRED **

Receipt #: 10462019100200047

Amount Paid: \$ 25.00

Date Paid: 10/02/2019

 ORIGINAL



CITY OF SANFORD
 Building Division - Licensing
 PO Box 1788, Sanford, FL 32772-1788

2020

LOCAL BUSINESS TAX RECEIPT
 VALID THROUGH SEPTEMBER 30, 2020

DANTON HYDROBLASTING LLC
 119 COMMERCE WAY B

SANFORD FL 32771



This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: 10/01/2019 **BTR #:** BTR19-031198
Business Location: 119 COMMERCE WAY

Classification	Amount
Fire Inspection Fee	75.00
Contractor	150.00
TOTAL:	225.00

Comments:
 Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2020

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.

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.

PRODUCER: Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750
CONTACT NAME: Michelle Lawler
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Michelle.Lawler@ioausa.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Crum & Forster Specialty Insurance Company 44520
INSURER B: Clear Blue Insurance Company, Inc. 28860
INSURER C: Insurance Company of the West 27847
INSURER D: Allianz Global Corp & Specialty AG NA
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation, Equipment Floater, and Pollution Legal Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: RFB 20-31: Runway Rubber Removal at Southwest Florida International Airport
The Lee County Port Authority, its officers, officials and employees are recognized as Additional Insured on a primary, non-contributory basis with respect to General Liability and Auto Liability as required by written contract per forms listed below.

CERTIFICATE HOLDER: Lee County Port Authority Risk Manager 11000 Terminal Access Road, Ste. 8671 Fort Myers, FL 33913
CANCELLATION: 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: [Signature] - A034287



Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 6/10/2019 AT 12:01 A.M. STANDARD TIME,
FORMS A PART OF POLICY NUMBER AQ1YFL000460-01 OF Clear Blue Insurance
Company ISSUED TO Danton Hydroblasting LLC

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN
ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY
ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT
THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO
INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE
DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO
ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT,
PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

\$100.00 FULLY EARNED FLAT CHARGE

Q ADLIN-B 08 14



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY—
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured."



Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 6/10/2019 AT 12:01 A.M., STANDARD TIME,
FORMS A PART OF POLICY NUMBER AQ1YFL000460-01 OF Clear Blue Insurance
Company ISSUED TO Danton Hydroblasting LLC

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY
WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY
PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF
ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED
INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO
THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

\$100.00 FULLY EARNED FLAT CHARGE

Q WAIVER-B 08 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "clean-up costs" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Deductible:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract.	Where Required By Written Contract.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "clean-up costs" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "clean-up costs" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Deductible:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

SCHEDULE

Additional Insured(s):	Specified Project or Premises:
Where Required By Written Contract.	Where Required By Written Contract.

In consideration of the premium charged, it is hereby agreed that, solely with respect to the specified project or premises shown in the above Schedule of this endorsement and subject to all terms, conditions and exclusions of this policy, this insurance shall be considered primary to the Additional Insured(s) listed in the above Schedule. It is also agreed that any other insurance maintained by the additional insured(s) shown in the Schedule above shall be non-contributory.

However, these considerations will only apply if:

1. Other valid and collectible insurance is available to the additional insured(s) shown in the Schedule above for a loss we cover under this policy; and
2. The "occurrence", "pollution condition" or "wrongful act" arises from your sole negligence.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

SERVICE PROVIDERS ENVIRONMENTAL COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged, it is hereby agreed that Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the above Schedule of this endorsement because of payments we make for injury or "damage" arising out of your ongoing operations, completed operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the above Schedule of this endorsement.

All other terms and conditions remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.**

RE: ALL FLORIDA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-10-19** Policy No. **WFL 5036858 02**
Insured **DANTON HYDROBLASTING LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

Schedule of Forms and Endorsements

Form No.	Form Title
SPE0002	Service Providers Environmental Coverage Policy Declarations
SPE0001	Service Providers Environmental Coverage Form
CS 07 001	Crum & Forster Specialty Insurance Company Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Certified Acts of Terrorism and Other Acts of Terrorism Exclusion
EN0011	Crum & Forster Privacy Principles
EN0050	Emergency Response Hotline
EN0052	Notice Of Loss
SPE0009	Deductible Schedule Endorsement
SPE0012	Mold Claims-Made Coverage Endorsement
SPE0108	Designated Project/Premises General Aggregate Endorsement
SPE0110	Named Insured Endorsement SPE0112
	Premium & Rate Endorsement
SPE0117	Subcontractor Warranty Endorsement
SPE0118	Limited Notice Of Cancellation Endorsement
SPE0208	Additional Insured – Owners, Lessees or Contractors (Completed Operations)
SPE0209	Additional Insured – Owners, Lessees or Contractors (Scheduled Person/Organization)
SPE0212	Primary & Non-Contributory Endorsement
SPE0214	Waiver of Transfer of Rights of Recovery Against Others to Us
SPE0302	Exclusion – State of NY
SPE0310	Exclusion – Cross Suits
SPE0313	Exclusion – Errors & Omissions Liability Coverage Part
SPE0314	Exclusion – Earth Movement
SPE0321	Exclusion – New Residential Construction
SPE0329	Exclusion - Open Structures
SPE0404	Employee Benefits Liability Coverage Endorsement
SPE0408	Non-Owned Disposal Site Liability Coverage Endorsement
SPE0604	CPL Specified Operations Endorsement
EN0714	Florida Changes – Cancellation & Nonrenewal
EN0137A	GL - Specified Operations Endorsement
IL P001	U.S. Department of Treasury OFAC Endorsement



Policy Number: AQ1YFL000460-01

Clear Blue Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and endorsements applying to this policy at the time of issue are listed below.

Form/Endorsement Number	Title
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL P 001 01 04	OFAC - U S TREASURY DEPARTMENT OFFICE OF FOREIGN ASSETS CONTROL
IL DS 00 09 08	COMMON POLICY DECLARATIONS
CADS 03-1 02/04	BUSINESS AUTO DECLARATIONS
CA 00 01 03 06	BUSINESS AUTO COVERAGE FORM
CA 01 28 03 09	FLORIDA CHANGES
CA 02 67 11 12	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
CA 21 72 10 09	FLORIDA UNINSURED MOTORISTS COVERAGE - NONSTACKED
CA 22 10 01 13	FLORIDA PERSONAL INJURY PROTECTION
CA 99 03 03 06	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 28 10 01	STATED AMOUNT INSURANCE
CA 99 44 12 93	LOSS PAYABLE CLAUSE
Q ADLIN-B 08 14	ADDITIONAL INSURED ENDORSEMENT
Q ADLIN-S 08 14	ADDITIONAL INSURED ENDORSEMENT
Q HCPD 08 17	HIRED CAR PHYSICAL DAMAGE COVERAGE
Q PED200-A 08 14	PUNITIVE DAMAGE EXCLUSION
Q PNC 03 17	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
Q TOWBA 02 16	COMMERCIAL AUTO TOWING ENDORSEMENT
Q WAIVER-B 0814	WAIVER OF SUBROGATION ENDORSEMENT

** Note: List the above information for each form that is attached to the Policy, in the order in which it is attached.



INSURANCE COMPANY OF THE WEST

PO Box 509039
San Diego, CA 92150-9039

**Workers' Compensation and
Employers' Liability Insurance Policy**

Named Insured: DANTON HYDROBLASTING LLC
Producer Name: INSURANCE OFFICE OF AMERICA

Policy Number: WFL 5036858 02
Policy Period: 06-10-2019 To 06-10-2020

Producer Code: 0004173

**EXTENSION OF INFORMATION PAGE ITEM 3.D.
ENDORSEMENT SCHEDULE**

NUMBER DESCRIPTION

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

FLPN	05-17	POLICYHOLDER NOTICE
WC000001A	05-17	INFORMATION PAGE
WC000001AE	05-17	EXTN OF INFO PAGE - NAME AND INS LOC
WC000001AL	05-17	EXTN OF INFO PAGE - CLASS SCHED
WC 00 00 00 C	01-15	INSURANCE POLICY
WC 99 06 78	07-16	SIGNATURE PAGE
WC 00 03 13	04-84	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 06 A	07-95	PREMIUM DISCOUNT ENDT
WC 00 04 14 A	01-19	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 19	01-01	PREMIUM DUE DATE ENDORSEMENT
WC 09 03 03	08-05	FL EMPLOYERS LIAB COV. ENDT
WC 09 04 03 B	01-15	FL TERRORISM RISK INS PROGRAM REAUTH ACT
WC 09 04 07	07-13	FL NON-COOPERATION W/ PREMIUM AUDIT ENDT
WC 09 04 08	10-17	FL INSUFFICIENT FUNDS ENDT
WC 99 06 57A	04-12	PARTICIPATING PROVISION ENDORSEMENT - FL

WC 00 00 01A 05/17
Issue Date: 06-12-19

designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the successful Bidder. If deficiencies are noted in a report, the successful Bidder shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the successful Bidder's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the successful Bidder shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of the agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in the service provider agreement.

Use of Premises

During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the successful Bidder fails to accomplish the foregoing, the successful Bidder may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Successful Bidder shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

[END OF SECTION D]

PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # 1 Date: 4/24/2020 Addendum # _____ Date: _____
Addendum # 2 Date: 4/24/2020 Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Waterbasting, LLC DBA Waterblasting.Com
NAME OF BUSINESS
Ed Bukowski, CFO
AUTHORIZED SIGNATURE
Edward Bukowski, CFO
NAME, TITLE, TYPED
47-2876221
FEDERAL IDENTIFICATION #

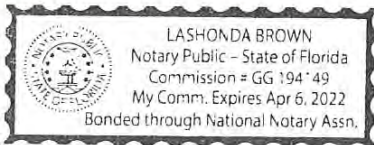
3920 SE Commerce Avenue
MAILING ADDRESS
Stuart, FL. 34997
CITY, STATE & ZIP CODE
772-214-1714 / 772-223-5461
TELEPHONE NUMBER / FAX NUMBER
removal@thehog.com
EMAIL ADDRESS

State of: Florida
County of: Martin

This foregoing instrument was acknowledged before me this 28 day of April, 2020, by Ed Bukowski, CFO, who is personally known to me or produced _____ as identification.

Lashonda Brown
Signature of Notary

GG194149
Serial/Commission No.



FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-31MLW

BIDDER'S NAME: Waterblasting, LLC DBA Waterblasting.Com

RECEIVING DATE: FRIDAY, MAY 01, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents in, including but not limited to, Instructions to Bidders, Special Instructions and Requirements, Insurance and Bonding Requirements, Scope of Work, Disadvantaged Business Enterprise Program requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Runway Rubber Removal at Southwest Florida International Airport

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

PRICING:

In the event of a mathematical discrepancy, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The Authority will only accept bids submitted on non-altered bid forms provided by the Authority. Bids submitted on other forms, other than those provided by the Authority will be deemed non-responsive and ineligible for award.

For bidding purposes there are approximately four (4) cleanings under 90,000 square feet and five (5) cleanings greater than 90,000 square feet based on historical data. The estimated quantities set out on the bid form are provided for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities to be ordered or dollars spent, during the term of the agreement. Final payment for services shall be based on actual quantities provided.

FORM 2: OFFICIAL BID FORM (CON'T)

COMPANY NAME: Waterblasting, LLC DBA Waterblasting.Com

SOLICITATION: RFB 20-31- Runway Rubber Removal at Southwest Florida Airport

By submission the Bidder here by acknowledges they are familiar with the local conditions, nature and extent of the work, and having examined carefully the quote documents, including but not limited to, Information For Bidders, Special Instructions and Requirements, Scope of Work and other Contract Documents, and having fulfilled quote requirements herein, the successful Bidder shall provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas and all other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority in accordance with these specifications. Services will be provided upon the Authority's request at various times during the term of the contract, based on the following quote schedule:

Item	Description	Unit Price	Annual estimated quantity	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) thousand Square Feet	\$0.10	739,053	Square Foot	\$ 73,905.30
2	Rubber Removal greater than ninety thousand (≥90,000) thousand Square Feet	\$0.10	31,445	Square Foot	\$ 3,144.50
3	Mobilization	\$0.00	9	Each	\$ 0.00

****Quantities are not guaranteed. Final payment will be based on actual quantities**

Grand Total Quote (Items 1-3) \$ 77,049.80

Seventy-seven thousand forty-nine dollars and eighty cents

(GRAND TOTAL WRITTEN IN WORDS)

FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Martin

Edward Bukowski, CFO

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 Waterblasting, LLC DBA WaterblastingCom (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid 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 Authority Bids. The prospective Bidder 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.

Ed Bukowski, CFO

AFFIANT

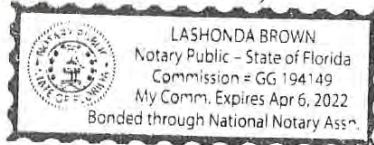
The foregoing instrument was acknowledged before me on April 28, 2020, by Ed Bukowski, CFO (name of person, officer or agent, title of officer or agent), of Waterblasting LLC (corporation or partnership, if applicable), a (State of incorporation or partnership, if applicable), on behalf of the (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Lashonda Brown
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: Waterblasting, LLC DBA Waterblasting.Com

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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.

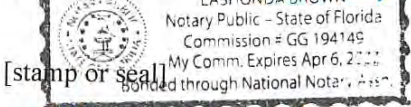
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ed Bukowski, CFO
[Signature]

Notary Public
State of Florida
County of Martin

Sworn to and subscribed before me this 28 day of April, 20 20,
by Ed Bukowski, CFO who produced the following as identification
(Type of identification) or is personally known to me. My

Commission Expires April 6, 2022



Lashonda Brown
[Signature of Notary Public]

Lashonda Brown
[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

Waterblasting, LLC DBA Waterblasting.Com

3920 SE Commerce Avenue

Stuart, FL 34997

FORM 7: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Edward Bukowski _____

Printed Name

CFO _____

Title

Ed Bukowski _____

Signature

Notary Public – State of Florida

County of Martin

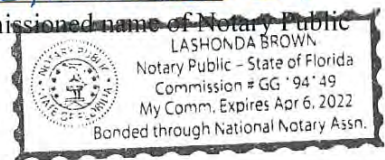
Sworn to and subscribed before me this 08 day of April, 20 20

Personally known or produced identification _____

My Commission Expires April 6, 2022

(Type of identification)
Lashonda Brown, Lashonda Brown

Printed, typed or stamped commissioned name of Notary Public



[Remainder of page intentionally left blank]

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
 FOR THE LEE COUNTY PORT AUTHORITY
 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1		Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Miguel J. Riera / Aviation Civil Engineering		Procurement Agent: <u>Megan Wilson</u>
Company:	Miami International Airport		Due Date: <u>5/1/2020</u>
Email:	mriera@miami-airport.com		Total # Pages:
Phone:	305-876- 0299 <u>0596</u>		Phone: <u>239-590-4558</u>
Section 2			
Bidder Name:	Waterblasting, LLC DBA Waterblasting.Com		
Client's Project Name:	<u>RUBBER AND PAINT REMOVAL</u>		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:			
Section 3			

1. How long have you done business with this company?

THE PAST 12 - YEARS

2. What type(s) of business have you done with this company?

RUBBER AND PAINT REMOVAL ON THE AIRPORT AIRFIELDS

3. What is your overall impression of this company's qualifications?

HIGHLY PROFESSIONAL, RESPONSIVE, AND CAPABLE OF PROVIDING THE SERVICES AS EXPECTED

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company's overall service quality?

<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(YES)</u>	NO		

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 the services his company has furnished and performed at your facility?

WATERBLASTING HAS SATISFIED EVERY CONDITION AND EXPECTATION OF THE CONTRACT. REMOVAL OF RUBBER AND STRIPING HAS OCCURRED ON TIME WITHOUT INCIDENT AND TO OUR SATISFACTION. THE EQUIPMENT HAS DEMONSTRATED RELIABILITY AND PERFORMANCE.

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Matt Taylor / Crew Chief	Procurement Agent: <u>Megan Wilson</u>
Company:	Palm Beach International Airport	Due Date: <u>5/1/2020</u>
Email:	mtaylor@pbia.org	Total # Pages: _____
Phone:	561-324-9155	Phone: <u>239-590-4558</u>
Section 2		Email: <u>mlwilson@FlyLCPA.com</u>
Bidder Name:	Waterblasting, LLC DBA Waterblasting.Com	
Client's Project Name:	Runway Rubber Removal	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
we have worked with company for 15 years.
- What type(s) of business have you done with this company?
they have done rubber removal and marking removal for us.
- What is your overall impression of this company's qualifications?
Waterblasting, LLC is a great company to have do your rubber removal and any other work you may need. Thei operators are professional and knowledgeable with what they do. I would highly recommend this company.

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

<input checked="" type="radio"/> E	<input type="radio"/> G	<input type="radio"/> S	<input type="radio"/> NS
<input checked="" type="radio"/> E	<input type="radio"/> G	<input type="radio"/> S	<input type="radio"/> NS
<input checked="" type="radio"/> E	<input type="radio"/> G	<input type="radio"/> S	<input type="radio"/> NS
<input checked="" type="radio"/> E	<input type="radio"/> G	<input type="radio"/> S	<input type="radio"/> NS
<input checked="" type="radio"/> E	<input type="radio"/> G	<input type="radio"/> S	<input type="radio"/> NS
<input checked="" type="radio"/> E	<input type="radio"/> G	<input type="radio"/> S	<input type="radio"/> NS
<input checked="" type="radio"/> YES		<input type="radio"/> NO	

- Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

Waterblasting LLC is a great company to work with. Their scheduling division is a great team to work with. They understand the issue with weather and last minute changes and do there best to work with you. They will make sure you are completely satisfied with their work.

FORM 8: PROFESSIONAL REFERENCE SURVEY

RFB 20-31MLW

Runway Rubber Removal at Southwest Florida International Airport
 FOR THE LEE COUNTY PORT AUTHORITY
 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Stacy Seibert / Assistant Director of Facilities / Maintenance	Procurement Agent: <u>Megan Wilson</u>
Company:	Broward County Aviation Department	Due Date: <u>5/1/2020</u>
Email:	sseibert@broward.org	Total # Pages: _____
Phone:	954-359-1273	Phone: <u>239-590-4558</u>
Section 2		Email: <u>mlwilson@FlyLCPA.com</u>
Bidder Name:	Waterblasting, LLC DBA Waterblasting.Com	
Client's Project Name:	Runway Rubber Removal	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company? over 10 years
- What type(s) of business have you done with this company? Rubber and paint removal
- What is your overall impression of this company's qualifications? They are an excellent company and everyone I have dealt with are highly qualified.

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company's overall service quality?	E	G	S	NS
5. How would you rate their supervisors and staffing?	E	G	S	NS
6. How would you rate their communication?	E	G	S	NS
7. How would you rate their preventative maintenance program?	E	G	S	NS
8. How would you rate their responsiveness?	E	G	S	NS
9. How would you rate their invoicing and reporting process?	E	G	S	NS
10. WOULD YOU USE THIS COMPANY AGAIN?	YES		NO	

NA

- Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

They are extremely responsive and very flexible to the dynamic environment of an Airport. They always provide great work and I highly recommend them.

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
RFB 20-31MLW
RUNWAY RUBBER REMOVAL
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER 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 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and DANTON HYDROBLASTING, LLC, a Limited Liability Company, authorized to do business in Florida ("PROVIDER"), at 119 Commerce Way, Suite B, Sanford, FL 32771, Federal Identification Number 45-2039616.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the Runway Rubber Removal Project at 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 under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid agreeing to provide the requested goods or 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 Statutes 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 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 BIDS - 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 the Authority has relied on Provider's representations and the 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 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for two (2) years. The term of this Agreement may be extended at Authority's sole option for two additional two (2) year terms upon the same terms and conditions. To extend the term, Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the

initial term or any extension term. The parties will agree to the extension in a written extension agreement that is signed by both parties.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 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.

10.2 METHOD OF PAYMENT

- (a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider's invoice and Authority's acceptance of Providers' work, Authority will pay Provider as specified in Provider's Bid and Exhibit "B".

All invoices are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, out-of-pocket expenses and costs, 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 shall 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. 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.

11.0 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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - 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) **Building Plans** - 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 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.

14. 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:

- 14.1 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;
- 14.2 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;
- 14.3 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
- 14.4 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](https://flylcpa.com/publicrecordsrequests).

15.0 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.

16.0 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.

17.0 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.

18.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice 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, Provider 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. 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 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 Provider from potential insurer insolvency.

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, or any goods be provided, 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 the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.4, 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.

18.2. 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:

18.2.1. 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 and Advertising 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:

General Aggregate	\$5,000,000
Per Occurrence	\$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.

18.2.2. Automobile Liability Insurance 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 Liability – Per Person	\$2,000,000 Combined Single Limit
Property Damage	\$100,000
OR	
Combined Single Limit	\$2,000,000 Per Accident

18.2.3. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such

coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Each Loss or Expense	\$2,000,000
General Aggregate	\$2,000,000 per 1 year policy period

18.2.4. Worker's Compensation and Employers Liability Insurance 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	\$1,000,000
Disease Each Employee	\$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.5. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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 work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.6. 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 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 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.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 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.

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 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.

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 **DBE POLICY.** 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 **PROMPT PAYMENT REQUIREMENTS.** 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.

26.3 **INCORPORATION OF PROVISIONS.** 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 Act 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 procurement 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

Provider must agree to comply with applicable statutes, Executive Orders and rules established 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.

This provision binds the Provider 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 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:

- 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 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.

31.0 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.

32.0 NOTICES AND ADDRESS

32.1 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

DANTON HYDROBLASTING, LLC
119 Commerce Way, Suite B
Sanford, FL 32771
Attention: Thomas Underwood, Manager

32.2 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.

33.0 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.

34.0 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., 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.

35.0 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.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

37.0 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.

38.0 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: 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 Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

DANTON HYDROBLASTING, LLC
Provider

Witness

Authorized Signature for Provider

Witness

By: Tom Underwood
Printed Name

SEAL

President
Title

EXHIBIT "A"

SCOPE OF SERVICES

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority's request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority's representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.

Hours of Operation

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority's scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority's Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

Personnel

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider's personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider's expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider's motor vehicles brought on the Authority's premises shall have the Provider's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the Provider's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider's use at the Authority's Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance

of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

Warranty

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority's representative.

Approximately thirty (30) days prior to a requested date of service the Authority's representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After Provider's arrival on-site, and prior to commencement of each requested service, the Authority's representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.

Runway Rubber Removal

At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;
- At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider's activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider's ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority's representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority's representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

Use of Premises

During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

EXHIBIT 'B'

COMPENSATION SCHEDULE

Item	Description	Annual estimated quantity	Unit Price	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) Square Feet	739,053	\$0.07	Square Foot	\$51,733.71
2	Rubber Removal greater than ninety thousand (\geq 90,000) Square Feet	31,445	\$0.10	Square Foot	\$3,144.50
3	Mobilization	9	\$2,450.00	Each	\$22,050.00

****Quantities are not guaranteed. Final payment will be based on actual quantities**

GRAND TOTAL QUOTE \$76,928.21

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	
	COMPAN Y LETTER	A
Name and Address of Insured	COMPAN Y LETTER	B
	COMPAN Y LETTER	C
	COMPAN Y LETTER	D
	COMPAN Y LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate	\$	
					Products Comp/Ops Aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one Fire)	\$	
					Medical Expense (Any one Person)	\$	
					Specific Project*	\$As above	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	\$	Aggregate
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	\$	Aggregate
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory		
					(Each Accident)	\$	
					(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:

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

Name and Address of Certificate Holder
Date Issued: _____
Authorized Representative: _____
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.

Contract Number _____
Vendor Number _____

**LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT**

RFB 20-31MLW

RUNWAY RUBBER REMOVAL

AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER 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 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and WATERBLASTING, LLC, D/B/A WATERBLASTING.COM, a Delaware corporation, authorized to do business in Florida ("PROVIDER"), at 3920 S.E. Commerce Avenue, Stuart, FL 34997, Federal Identification Number 47-2876221.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the Runway Rubber Removal Project at 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 under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid agreeing to provide the requested goods or 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 Statutes 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 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 BIDS - 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 the Authority has relied on Provider's representations and the 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 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for one (1) year. The term of this Agreement may be extended at Authority's sole option for two (2) additional two (2) year terms upon agreement of the parties. To extend the term, Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the

initial term or any extension term. The parties will agree to the extension and any modifications to the current term in a written extension agreement that is signed by both parties.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 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.

10.2 METHOD OF PAYMENT

- (a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider's invoice and Authority's acceptance of Providers' work, Authority will pay Provider as specified in Provider's Bid and Exhibit "B".

All invoices are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, out-of-pocket expenses and costs, 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 shall 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. 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.

11.0 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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - 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) **Building Plans** - 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 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.

14. 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:

- 14.1 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;
- 14.2 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;
- 14.3 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
- 14.4 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](https://FLYLCPA.COM/PUBLICRECORDSREQUESTS).

15.0 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.

16.0 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.

17.0 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.

18.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice 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, Provider 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. 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 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 Provider from potential insurer insolvency.

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, or any goods be provided, 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 the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.4, 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.

18.2. 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:

18.2.1. 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 and Advertising 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:

General Aggregate	\$5,000,000
Per Occurrence	\$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.

18.2.2. Automobile Liability Insurance 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 Liability – Per Person	\$2,000,000 Combined Single Limit
Property Damage	\$100,000
OR	
Combined Single Limit	\$2,000,000 Per Accident

18.2.3. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period

of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Each Loss or Expense	\$2,000,000
General Aggregate	\$2,000,000 per 1 year policy period

18.2.4. Worker's Compensation and Employers Liability Insurance 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	\$1,000,000
Disease Each Employee	\$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.5. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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 work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.6. 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 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 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.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 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.

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 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.

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 DBE POLICY. 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 PROMPT PAYMENT REQUIREMENTS. 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.

26.3 INCORPORATION OF PROVISIONS. 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 Act 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 procurement 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

Provider must agree to comply with applicable statutes, Executive Orders and rules established 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.

This provision binds the Provider 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 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:

- 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 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.

31.0 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.

32.0 NOTICES AND ADDRESS

32.1 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

WATERBLASTING, LLC
3920 S.E. Commerce Avenue
Stuart, FL 34997
Attention: Mike Nardone, COO

32.2 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.

33.0 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.

34.0 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., 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.

35.0 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.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

37.0 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.

38.0 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: 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 Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

WATERBLASTING, LLC, D/B/A
WATERBLASTING.COM
Provider

[Signature]
Witness

Ed Bukowski, CFO
Authorized Signature for Provider

Jolene Mendez
Witness

By: Ed Bukowski
Printed Name

CFO
Title



EXHIBIT "A"

SCOPE OF SERVICES

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority's request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority's representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.

Hours of Operation

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority's scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority's Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

Personnel

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider's personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider's expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider's motor vehicles brought on the Authority's premises shall have the Provider's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the Provider's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider's use at the Authority's Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance

of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

Warranty

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority's representative.

Approximately thirty (30) days prior to a requested date of service the Authority's representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After Provider's arrival on-site, and prior to commencement of each requested service, the Authority's representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.

Runway Rubber Removal

At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;
- At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider's activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider's ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority's representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority's representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are

noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

Use of Premises

During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

EXHIBIT "B"

COMPENSATION SCHEDULE

Item	Description	Annual estimated quantity	Unit Price	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) Square Feet	739,053	\$0.10	Square Foot	\$73,905.30
2	Rubber Removal greater than ninety thousand (\geq 90,000) Square Feet	31,445	\$0.10	Square Foot	\$3,144.50
3	Mobilization	9	\$0.00	Each	\$0.00

****Quantities are not guaranteed. Final payment will be based on actual quantities**

GRAND TOTAL QUOTE \$77,049.80

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	A
Name and Address of Insured	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate	\$	
					Products Comp/Ops Aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one Fire)	\$	
					Medical Expense (Any one Person)	\$	
					Specific Project*	\$As above	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	Each Accident \$	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence \$	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory		
					(Each Accident)	\$	
					(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:

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

Name and Address of Certificate Holder
Date Issued: _____
Authorized Representative: _____
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

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board award RFB 20-18MLW Airfield Isolation Transformers for the Lee County Port Authority to Integro, LLC, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.</p> <p>2. FUNDING SOURCE: Account WJ5300041200.504635</p> <p>3. TERM: Initial two-year term with one (1) optional two-year renewal.</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes a service provider agreement for the procurement of airfield isolation transformers.</p> | <p>5. CATEGORY: 10.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|---|--|

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

On May 1, 2020, RFB 20-18MLW entitled "Airfield Isolation Transformers for the Lee County Port Authority" was advertised. Advertisements were also placed on the LCPA website, aviation-related periodicals (Airport Council International-North America, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. One hundred and forty-two (142) vendors were notified of the RFB. Eight (8) companies requested to receive the bid package and two (2) responses were received by the deadline on June 19, 2020.

FAA certification compliance requires that commercial service airports install and maintain airfield isolation transformers that meet FAA Advisory Circular Number 150/5345-47C requirements for airfield lighting systems. RSW has over 5,500 electrical fixtures throughout the airfield, each of which are controlled by a single isolation transformer. Each isolation transformer costs between \$45 and \$110 depending on their specifications. Each year, approximately 650 of these transformers are replaced due to damage caused by lightning strikes, low meg readings, or water intrusion.

Staff recommends the Board award the Airfield Isolation Transformers for Lee County Port Authority service provided agreement to Integro, LLC., the lowest, most responsive, responsible bidder in the annual estimated amount of \$42,587.50, plus additional cost as allowed for an initial two-year contract term.

Attachments:

- (1) Bid Tabulation of RFB 20-18MLW
- (2) RFB 20-18MLW

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

- (3) Bid Submittal Integro, LLC
- (4) Service Provider Agreement



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 490-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 20-18

Bid Title: Airfield Isolation Transformers

Opening Date: Friday, May 29, 2020

Opening Time: **2:00 PM**

Opened By: Megan Wilson

Title: Purchasing Agent

Verified By: _____

Attended Opening: Melissa Wendel, Scott Davis, Carl Keene

	FIRM	COST
1	Allen Enterprises, Inc.	92,217.25
2	Integro, LLC	42,587.50
3		
4		
5		
6		
7		
8		
9		
10		

** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**



PURCHASING OFFICE
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

**REQUEST FOR BIDS (RFB) 20-18MLW
FOR
AIRFIELD ISOLATION TRANSFORMERS FOR THE
LEE COUNTY PORT AUTHORITY**

DATED: May 1, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Agent: Megan Wilson
Telephone: (239) 590-4558
E-mail: mlwilson@flyLCPA.com

INQUIRIES/CLARIFICATION REQUESTS DEADLINE:

Tuesday, May 12, 2020, by 5:00 p.m. local time

ELECTRONIC BIDS DUE:

Friday, May 29, 2020, by 2:00 p.m. local time

USE THE BELOW LINK TO VIEW THE OPENING OF BIDS:

Meeting ID

meet.google.com/wfh-kmsr-eoz

Phone Numbers

(US)+1 219-225-6875 ⓘ

PIN: 310 001 831#

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REQUEST FOR BID 20-18MLW
AIRFIELD ISOLATION TRANSFORMERS
FOR THE LEE COUNTY PORT AUTHORITY

The Lee County Port Authority (Authority) invites the submission of electronic bids from all interested and qualified bidders for the purchase of Airfield Isolation Transformers.

Bid documents are available for download from: <https://flylcpa.ionwave.net/Login.aspx> or by calling the Lee County Port Authority Purchasing Office at (239) 590-4556.

There is no pre-bid meeting for this solicitation.

Sealed bids must be submitted electronically in Ionwave no later than **2:00 p.m., May 29, 2020**.

AMERICANS WITH DISABILITIES: Any person needing special accommodations to attend a public meeting such as a pre-bid meeting or the public opening should contact the Authority's contact person listed below at least five (5) days prior to the scheduled meeting.

Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to respond to this notification.

For more information, please contact Megan Wilson, Procurement Agent at (239) 590-4558 or email: mlwilson@flylcpa.com

PART A- INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

Bids will be opened and read publicly at the time specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to electronically attend the bid opening.

A.02 SUBMISSION OF BIDS

The submission of the sealed bid to the Lee County Port Authority by the way of IonWave prior to the deadline is solely and strictly the responsibility of the Bidder.

All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall be contained in a single PDF file.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES

Electronic submission of sealed bids to the Lee County Port Authority Purchasing Office by way of upload to IonWave prior to the due date and end time stated in IonWave is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of their bid prior to the bid opening time.

A.04 INQUIRIES/CLARIFICATION

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder must examine all RFB documents and must judge all matters relating their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB must be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses IonWave to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Ionwave Vendor Support at 866-277-2645 or info@ionwave.net, or by registering at <https://flylcpa.ionwave.net/Login.aspx> or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Ionwave or may be obtained by contacting the Purchasing Office. All addenda shall become part of the bid documents.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder must examine the project site(s) and all conditions thereon and fully familiarize themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.07 COST OF PREPARATION

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

A.08 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.09 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 Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder 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 procurement of materials and leases of equipment. The successful Bidder will not participate directly or indirectly in 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.

A.10 GENERAL CIVIL RIGHTS

The successful Bidder 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 benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.11 CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority's bid form that is altered or detached, will be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.12 DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.13 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.14 PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority's receipt and review of an exemption claim, the Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.15 TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.16 EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.17 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgement, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

A.18 AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Evidence that bidder has a financial interest in the company of a competing bidder.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

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

A.19 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder 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 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

A.20 NO LOBBYING:

All Bidders 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 are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.21 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

A.22 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid shall file a written notice of intent to file a protest with the Purchasing Office not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.23 FINANCIAL RESPONSIBILITY

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

A.24 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.25 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.26 ESTIMATED QUANTITIES

If provided, estimated quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. Payment to the successful bidder will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

A.27 NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.28 WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.29 UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or

unauthorized alternate bids.

- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.30 FRONT LOADING OF BID PRICING PROHIBITED

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 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 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 they nor their 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.32 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serves the best interests of the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation

of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

A.33 EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

Until approval and final execution of the Service Provider Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

A.34 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall include purchase order number or Contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A.]

PART B - SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the Request for Bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

Bidders pricing must be for products listed on Bid Form 2. Products must meet FAA AC No 150/5345-47C or most recent specification for series to series isolation transformers for airport lighting systems. Bidder is required to provide the specifications sheets and warranty information for each submitted product listed on the bid. If specifications are not submitted with your bid form you may be deemed non-responsive.

B.02 BASIS OF AWARD

The award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total of the extended cost. To be considered for award, bidder is required to bid all line items.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or provide services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a bidder must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible bidder, the bidder must have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

The Authority reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the services and products requested. Any information the Authority deems necessary to make this determination must be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

[END OF PART B.]

PART C- SPECIFICATIONS

C.01 INTENT

The Lee County Port Authority is looking for a single vendor to supply FAA approved Airfield Isolation Transformers. Airfield isolation transformers are used to isolate high operating voltage for constant current airfield lights in a series circuit.

C.02 QUALITY STANDARDS

The following products are required:

L-830-16 10/15 watt 6.6 amp 60HZ
L-830-1 30/45 watt 6.6 amp 60HZ
L-830-4 100 watt 6.6 amp 60HZ
L-83-18 150 watt 6.6 amp 60HZ
L-830-6 200 watt 6.6 amp 60HZ L-830-10 300 watt 6.6 amp 60HZ
L-830-3 65 watt 6.6 amp 60HZ

All products must meet FAA AC N0 150/5345-47C, latest approved specification, for series to series isolation transformers for airport lighting systems. All isolation transformer connections are to be made without the use of heat shrink and compatible with the use of a “complete kit” L-823 primary connector kit. **All specifications sheets and warranty information for each product listed below must be submitted with bid**

C.03 FIRM PRICES

The Bidder warrants its' bid prices to be firm for the term of the Agreement, and any renewal term of the Agreement, if granted by the Authority.

C.04 ORDERING, PACKING AND SHIPPING

Ordering. Items will be acquired as needed over the terms of the Agreement. Purchase orders will be issued for actual quantities of items required on an as needed basis. The bidder must mark the number of items in each order on the container and enclose a packing list with the purchase order number of each container. Packing lists shall be enclosed in each and every box or package shipped, indicating the contents therein.

Packing. No additional charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

Shipping. All items must be prepared and packed for shipment in a manner that will prevent damage in transit. The Port Authority is not liable for extra charges for packing, cartage, or anything else.

C.05 INSPECTION

All items are subject to inspection and approval by the Port Authority prior to acceptance. Such inspection shall be made within a reasonable time, irrespective of the date of delivery. The Port Authority may return rejected items at the bidder's expense. The bidder shall not replace items returned unless so directed by the Port Authority in writing.

C.06 CHANGES

The Authority will not accept any change to the listed products without the express written approval of the Authority.

C.07 INVOICES

All invoices, packing lists, packages, shipping notices, and other written documents affecting the order must contain the applicable purchase order number and Port Authority stock number. Invoices will not be processed for payment until all items are received.

C.08 DELIVERY

All prices submitted by the bidder must be FOB destination. If the delivery date will be delayed from the date as specified on a purchase order, the bidder must give prior notification to Authority and obtain written approval from the Authority for the delay. With respect to delivery, time is of the essence and the purchase order is subject to termination for failure to deliver on time. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the bidder. The Port Authority reserves the right to obtain goods from another source when items have not been delivered within a reasonable period of time.

C.09 WARRANTY

The vendor warrants that all items supplied under the Agreement will conform to the specifications herein, and are fit for the purpose for which such goods are ordinarily employed, the material must then fit that particular purpose. The vendor and the Port Authority agree that orders under the Agreement do not exclude, or in any way limit, other warranties provided in the agreement or by law.

The vendor agrees that any item purchased under the Agreement and stocked by the Port Authority which subsequently becomes obsolete, may be returned to the vendor for full credit, provided the material is in saleable condition. Any shipping charges resulting from returned obsolete material will be paid by the Port Authority.

C.10 TERM

It is intended that any agreement awarded under this RFB will become effective on September 1, 2020. The term of the contract will be for **two (2) years** with an option reserved to the Authority to extend the term of the agreement for **one (1) additional two (2) year renewal period** by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

[END OF PART C]

PART D- INSURANCE, INDEMNIFICATION REQUIREMENTS

No agreement will be made pursuant to this Request for Bids until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder must obtain and submit to the 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 bidder. At the discretion of the Authority, insurance limits may be reevaluated and revised at any time during the term of the agreement.

All bidders should furnish proof of acceptable insurance. A copy of the bidder'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 bid.

D.01 Insurance Requirements (Types and Limits)

Successful bidder must provide the following types of insurance with minimum limits as indicated:

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.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$1 million per person and per accident for bodily injury, and \$100,000 per accident for property damage; OR combined single limits of at least \$1 million per accident.

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.

Builder's Risk Insurance is required for agreements which include the construction of roadways, taxiways, runways, and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment.

Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Lee County Port Authority, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

D.02 Additional Insured

The 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."

D.03 Acceptability of Insurers

Insurance must 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.

D.04 Waiver of Subrogation

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

D.05 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 bidder shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the 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 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.

D.06 Policy on Request

In addition, when requested in writing by the Authority, the successful bidder will provide the Authority with a certified copy of all applicable insurance policies.

D.07 Change in coverage

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

D.08 Subcontractor's requirement

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

D.09 Sovereign Immunity

The successful bidder understands and agrees that by entering an agreement with bidder, 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.

D.10 Indemnification, General Liability & Patent or Copyright

The successful bidder 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.

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 D.]

PART E – FORMS

Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, specifications, and insurance. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ___; dated _____. Addendum No. ___; dated _____.
Addendum No. ___; dated _____. Addendum No. ___; dated _____.

I hereby propose to provide the items requested in this bid. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to

me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM

BIDDER'S NAME: _____

ELECTRONIC BIDS ARE DUE ON: FRIDAY, MAY 29, 2020 PRIOR TO 2:00 P.M. LOCAL TIME

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Specifications, and Insurance, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, and other incidentals necessary to perform in full accordance with these documents and, if awarded the contract, to provide the following bid items based on the following bid schedule:

Lead time is to be calculated from the time the bidder receives the purchase order until the time the product is delivered to the Port Authority. Annual quantities listed below are estimated and not guaranteed. Purchase of below material is as-needed. Final payment will be based on actual quantities purchased.

Multiply the cost per each by the estimated quantity for each line item to arrive at the extended amount.

Bid Item	Lead-Time for Delivery (days)	Cost per each	Estimated Quantity	Extended Total (cost per each x estimated quantity)
1. L-830-16 10/15 watt 6.6 amp 60HZ		\$	150	\$
2. L-830-1 30/45 watt 6.6 amp 60HZ		\$	150	\$
3. L-830-4 100 watt 6.6 amp 60HZ		\$	150	\$
4. L-83-18 150 watt 6.6 amp 60HZ		\$	150	\$
5. L-830-6 200 watt 6.6 amp 60HZ		\$	25	\$
6. L-830-10 300 watt 6.6 amp 60HZ		\$	25	\$
7. L-830-3 65 watt 6.6 amp 60HZ		\$	25	\$
EXTENDED TOTAL OF BID ITEMS 1-7:				\$

FORM 3: LOBBYING AFFIDAVIT

_____, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: _____

Date: _____

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to

me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

Note: This form must be submitted with the bidder’s bid submittal

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: _____

FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

Note: This form must be submitted with the bidder’s bid submittal

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

in Lee County, Florida.

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

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

in Lee County, Florida.

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

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of

_____, 20___, by _____, who is personally known to

me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

[Remainder of page intentionally left blank]

FORM 7: NO BID SUBMISSION

Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Cannot meet the scope of work or specifications

_____ Circle one - Scope of Services/Specifications are:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ IONWAVE
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____

Supplier Information

Company Name: Integro, LLC

Contact Name: Michelle Skinnon

Address: 30 Peter Court

New Britain, CT 06051

Phone: 860-826-0551

Fax: 860-832-8965

Email: m.skinnon@integro-usa.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Michelle P. Skinnon

Michelle P. Skinnon
Print Name

Michelle P. Skinnon
Signature

PART E – FORMS

Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, specifications, and insurance. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ____; dated _____. Addendum No. ____; dated _____.
Addendum No. ____; dated _____. Addendum No. ____; dated _____.

I hereby propose to provide the items requested in this bid. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Integro LLC

NAME OF BUSINESS

Michelle P. Skinnon

AUTHORIZED SIGNATURE

Michelle Skinnon, VP Sales

NAME, TITLE, TYPED

06-1419717

FEDERAL IDENTIFICATION #

State of: CT

County of: New Haven

30 Peter Court

MAILING ADDRESS

New Britain, CT 06051

CITY, STATE & ZIP CODE

860-826-0551 / 860-832-8965

TELEPHONE NUMBER / FAX NUMBER

mskinnon@integro-usa.com

EMAIL ADDRESS

This foregoing instrument was acknowledged before me this 28th day of

May, 2020, by Michelle Skinnon, who is personally known to

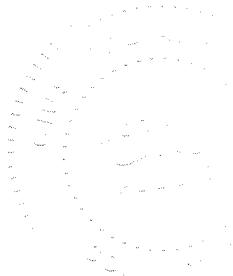
me or produced _____ as identification.

Judge A. Pown

Signature of Notary

98797

Serial/Commission No.



RFB 20-18 MLW Airfield Isolation Transformers
FORM 2: OFFICIAL BID FORM

BIDDER'S NAME: Integro, LLC

ELECTRONIC BIDS ARE DUE ON: FRIDAY, MAY 29, 2020 PRIOR TO 2:00 P.M. LOCAL TIME

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Specifications, and Insurance, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, and other incidentals necessary to perform in full accordance with these documents and, if awarded the contract, to provide the following bid items based on the following bid schedule:

Lead time is to be calculated from the time the bidder receives the purchase order until the time the product is delivered to the Port Authority. Annual quantities listed below are estimated and not guaranteed. Purchase of below material is as-needed. Final payment will be based on actual quantities purchased.

Multiply the cost per each by the estimated quantity for each line item to arrive at the extended amount.

Bid Item	Lead-Time for Delivery (days)	Cost per each	Estimated Quantity	Extended Total (cost per each x estimated quantity)
1. L-830-16 10/15 watt 6.6 amp 60HZ	28 days	\$ 45.00	150	\$ 6,750.00
2. L-830-1 30/45 watt 6.6 amp 60HZ	28 days	\$ 47.00	150	\$ 7,050.00
3. L-830-4 100 watt 6.6 amp 60HZ	28 days	\$ 75.00	150	\$ 11,250.00
4. L-83-18 150 watt 6.6 amp 60HZ	28 days	\$ 76.50	150	\$ 11,475.00
5. L-830-6 200 watt 6.6 amp 60HZ	28 days	\$ 75.75	25	\$ 1,893.75
6. L-830-10 300 watt 6.6 amp 60HZ	28 days	\$ 108.75	25	\$ 2,718.75
7. L-830-3 65 watt 6.6 amp 60HZ	28 days	\$ 58.00	25	\$ 1,450.00
EXTENDED TOTAL OF BID ITEMS 1-7:				\$ 42,587.50

FORM 3: LOBBYING AFFIDAVIT

Michelle Skimon, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative) of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: Michelle Skimon

Date: 5/28/20

State of: CT

County of: NEW HAVEN

This foregoing instrument was acknowledged before me this 28th day of May, 2020, by Michelle Skimon, who is personally known to

me or produced

as identification.

[Signature]
Signature of Notary

98797
Serial/Commission No.

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

Note: This form must be submitted with the bidder's bid submittal

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: Integra, LLC

FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Michelle P. Skinnon
Authorized Signature

State of: CT

County of: NEW HAVEN

This foregoing instrument was acknowledged before me this 28th day of May, 2020, by Michelle Skinnon, who is personally known to

me or produced _____ as identification.

Jessie A. Parni
Signature of Notary

98797
Serial/Commission No.

Note: This form must be submitted with the bidder’s bid submittal

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Michelle Skinnon
Printed Name
VP Sales & Marketing
Title
Michelle P. Skinnon
Signature

State of: CT

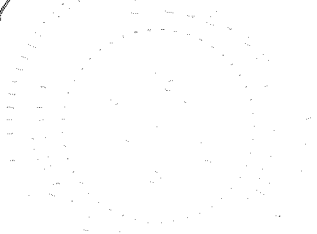
County of: NEW HAVEN

This foregoing instrument was acknowledged before me this 28th day of May, 2020, by Michelle Skinnon, who is personally known to

me or produced _____ as identification.

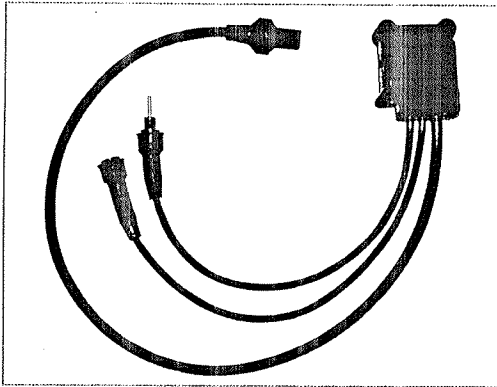
George A. Ben
Signature of Notary

Serial/Commission No. _____



[Remainder of page intentionally left blank]

L-830 Series Isolation Transformers



Application

Integro FAA Approved Series Isolation Transformers are used to isolate high operating voltages for constant current airfield lights in a series circuit. They are encapsulated and designed to operate efficiently while submerged in water. They are approved to operate between -55°C and +65°C and can be installed above ground, in metal cans or direct buried.

Where They Are Used

Integro Series Isolation Transformers are installed at most airports in the United States and Mexico, as well as international countries in South America, Europe, Asia and Africa. Our American made Series Isolation Transformers are also preferred at many military airports in the United States.

Approvals and Testing

Integro Series Isolation Transformers are approved to the FAA L-830 specification and are certified by Intertek Testing Labs to FAA Advisory Circular 150/5345-47. All Integro Transformers undergo 100% Quality Testing which includes visual inspection, heat testing and HIPOT testing after heating and 12 hour soaking.

Design

Integro Series Isolation Transformers are wound for 6.6 and 20 Amp primary circuit applications. They are encapsulated in thermoplastic rubber for superior durability and dielectric strength and are manufactured with 2 primary and 1 secondary FAA L-823 listed leads.

Leads:

Style 2 - Male Primary Lead on 8/1 cable, 24" long (Rated 25 Amps and 5,000 Volts)

Style 9 - Female Primary Lead on 8/1 cable, 24" long (Rated 25 Amps and 5,000 Volts)

Style 8 - Female Secondary Lead on 12/2 TPV cable, 48" long (Rated 20 Amps and 600 Volts)

<u>FAA Designation</u>	<u>Integro Part #</u>	<u>Wattage</u>	<u>Primary/Secondary Amps</u>	<u>Design Frequency (Hz)</u>	<u>Weight (in lbs)</u>
L-830 - 16	11717	10/15W	6.6 / 6.6	60	3.9
L-830 - 17	11729	20/25W	6.6 / 6.6	60	4.3
L-830 - 1	11680	30/45W	6.6 / 6.6	60	4.4
L-830 - 2	11681	30/45W	20 / 6.6	60	4.2
L-830 - 3	11682	65W	6.6 / 6.6	60	4.7
L-830 - 4	11683	100W	6.6 / 6.6	60	8.4
L-830 - 5	11684	100W	20 / 6.6	60	8.6
L-830 - 18	11730	150W	6.6 / 6.6	60	8.6
L-830 - 19	11731	150W	20 / 6.6	60	8.8
L-830 - 6	11685	200W	6.6 / 6.6	60	10.1
L-830 - 7	11686	200W	20 / 6.6	60	10.5
L-830 - 10	11736	300W	6.6 / 6.6	60	10.9
L-830 - 11	11760	300W	20 / 6.6	60	10.9
*L-830 - 9	*11516	300W	20 / 20	60	17.0
*L-830 - 14	*11517	500W	6.6 / 6.6	60	18.5
*L-830 - 15	*11529	500W	20 / 6.6	60	15.8
*L-830 - 13	*11506	500W	20 / 20	60	15.8

* Not Pictured

Integro

Yes, we have it.

Overview

"Integro" comes from the two cornerstones of our business - Integrity and Growth. We think our name effectively represents our strategic intentions. We manufacture airfield lighting equipment such as Isolation Transformers, Fixture Leads and Primary and Secondary Connector Kits. We also manufacture equipment used in a broad range of other fields including mining, shipbuilding and other heavy power distribution industries.

Training

Integro now offers product training that includes a short presentation on Integro's Airfield Lighting products which details where and why they are used and how to install them. This training also includes a step-by-step demonstration on how to properly install Integro's L-823 Primary Connector Kit, the "Complete Kit".

***We produce high quality products right here in the U.S.A!
Contact Integro for your entire Airfield Lighting underground needs!***

Warranty Terms

Integro warrants that its airport lighting equipment has been manufactured and will perform in accordance with applicable specifications and that any defect in design, materials, or workmanship which may occur during proper and normal use during a period of one year from the date of installation or a maximum of two years from the date of shipment will be corrected by repair or replacement by Integro, FOB our facility. Series circuit components and connectors must be installed per the recommendations shown in FAA AC 150/5340-30 (latest revision). There are many installation variables outside the control of Integro that may affect the overall circuit insulation resistance. Integro is not responsible for series circuit insulation resistance requirements above the limits defined in FAA AC 150/5340-30 or AC 150/5340-26 (latest revisions).

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-18MLW

AIRFIELD ISOLATION TRANSFORMERS

FOR THE LEE COUNTY PORT AUTHORITY

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 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and INTEGRO, LLC, a Connecticut Domestic Limited Liability Company, which is authorized to do business in the State of Florida, ("PROVIDER"), at 30 Peter Court, New Britain, CT 06051, Federal Identification Number 06-1419717.

WITNESSETH

WHEREAS, the Authority desires to obtain airfield isolation transformers from Provider as described below for the Southwest Florida International Airport and Page Field Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products 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 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 been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes 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 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 products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a Notice to Proceed, unless otherwise set out in the Scope of Services.

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 the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

This Agreement will become effective on September 1, 2020. The term of the Agreement will be for two (2) years with an option reserved to the Authority to extend the term of the Agreement for one (1) additional two (2) year renewal period by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term. Extension of the Agreement for the renewal period will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

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 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the 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 METHOD OF PAYMENT

- (a) INVOICES – All purchases will be based upon Authority's issuance of a Purchase Order. Upon delivery and acceptance of the requested products and receipt of Providers' detailed invoice, Authority will pay Provider a lump sum as specified in Exhibit "B".
- (b) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products 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.

9.0 FAILURE TO PERFORM

If the Provider fails to commence, provide, perform and/or provide any of the services or products required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement.

10.0 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 products 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.

11.0 AUTHORITY'S REPRESENTATIVE

James Furiosi, Director of Maintenance, 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) Airport Security Plans - 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) Building Plans - 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 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 PROVIDER'S OBLIGATIONS

Provider 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 Provider 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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](http://www.flylcpa/publicrecords).

- 5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider's sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the Authority shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.

14.0 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), or such fee as the Board of Port Commissioners shall adopt from time to time, 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.

15.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice 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, Provider 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. All insurance shall be from responsible companies duly authorized to do business, provide coverage, and honor claims in 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 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 Provider from potential insurer insolvency.

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, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of goods or services by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 15.2.1 through 15.2.4, 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 and shall contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

15.2. 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:

15.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage must be maintained on an occurrence basis and must also include, but not be limited to, Broad Form Property Damage including products and completed operations, and Personal and Advertising 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 of the work 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 including Products & Completed Operations	\$1,000,000
General Aggregate	\$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 services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.2. Business Automobile Liability Insurance 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 per person and per accident	\$1,000,000
Property Damage Liability per accident	\$100,000
OR Combined Single Limit per accident	\$1,000,000

15.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance shall not be less than:

Worker's Compensation Employer's Liability	Florida Statutory Requirements
Per Accident for Bodily Injury	\$1,000,000
Disease per Employee	\$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

15.2.4. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Each Loss or Expense	\$2,000,000
General Aggregate	\$2,000,000 per 1 year policy period

15.2.5 Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration. Provider shall promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.

15.2.6. Failure to Maintain Insurance – If Provider does not maintain the insurance coverages required by this Agreement at any time, 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.

16.0 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.

17.0 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.

18.0 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.

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 products 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.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 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.

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 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.

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 DBE POLICY. 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 PROMPT PAYMENT REQUIREMENTS. 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.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements 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 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:

- 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 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.

31.0 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.

32.0 NOTICES AND ADDRESS

32.1 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

INTEGRO, LLC
30 Peter Court
New Britain, CT 06051
Attention: Michelle Skinnon, VP Sales

32.2 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.

33.0 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.

34.0 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 Provider 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.

35.0 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.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

37.0 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.

38.0 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.

WITNESS:

LEE COUNTY PORT AUTHORITY

By: _____

By: _____

Purchasing Manager

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____

Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

INTEGRO, LLC, PROVIDER

Witness

Michelle P. Skinnon
Authorized Signature for Provider

Witness

By: Michelle P. Skinnon
Printed Name

Vice President, Sales & Marketing
Title



Quayle A. Parson

MY COMMISSION EXPIRES 12-31-21
SIGN IN MEMPHIS, TN. JUL 8, 2020

EXHIBIT "A"

SCOPE OF SERVICES

Provider will furnish FAA approved Airfield Isolation Transformers over the term of this Agreement, as requested by Authority Purchase Order.

The following terms will apply:

1. QUALITY STANDARDS

The following products are required:

L-830-16 10/15 watt 6.6 amp 60HZ
L-830-1 30/45 watt 6.6 amp 60HZ
L-830-4 100 watt 6.6 amp 60HZ
L-831-18 150 watt 6.6 amp 60HZ
L-830-6 200 watt 6.6 amp 60HZ
L-830-10 300 watt 6.6 amp 60HZ
L-830-3 65 watt 6.6 amp 60HZ

All products must meet FAA AC NO 150/5345-47C, latest approved specification, for series to series isolation transformers for airport lighting systems. All isolation transformer connections are to be made without the use of heat shrink and compatible with the use of a "complete kit" L-823 primary connector kit. **All specifications sheets and warranty information for each product listed below must be submitted with bid**

2. ORDERING, PACKING AND SHIPPING

Ordering. Items will be acquired as needed over the terms of the Agreement. Purchase orders will be issued for actual quantities of items required on an as needed basis. The Provider must mark the number of items in each order on the container and enclose a packing list with the purchase order number of each container. Packing lists shall be enclosed in each and every box or package shipped, indicating the contents therein.

Packing. No additional charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

Shipping. All items must be prepared and packed for shipment in a manner that will prevent damage in transit. The Port Authority is not liable for extra charges for packing, cartage, or anything else.

3. INSPECTION

All items are subject to inspection and approval by the Port Authority prior to acceptance. Such inspection shall be made within a reasonable time, irrespective of the date of delivery. The Port Authority may return rejected items at the Provider's expense. The Provider shall not replace items returned unless so directed by the Port Authority in writing.

4. **CHANGES**

The Authority will not accept any change to the listed products without the express written approval of the Authority.

5. **INVOICES**

All invoices, packing lists, packages, shipping notices, and other written documents affecting the order must contain the applicable purchase order number and Port Authority stock number. Invoices will not be processed for payment until all items are received.

6. **DELIVERY**

All prices submitted by the Provider must be FOB destination. If the delivery date will be delayed from the date as specified on a purchase order, the Provider must give prior notification to Authority and obtain written approval from the Authority for the delay. With respect to delivery, time is of the essence and the purchase order is subject to termination for failure to deliver on time. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Provider. The Port Authority reserves the right to obtain goods from another source when items have not been delivered within a reasonable period of time.

7. **WARRANTY**

The Provider warrants that all items supplied under the Agreement will conform to the specifications herein, and are fit for the purpose for which such goods are ordinarily employed, the material must then fit that particular purpose. The Provider and the Port Authority agree that orders under the Agreement do not exclude, or in any way limit, other warranties provided in the agreement or by law.

The Provider agrees that any item purchased under the Agreement and stocked by the Port Authority which subsequently becomes obsolete, may be returned to the Provider for full credit, provided the material is in saleable condition. Any shipping charges resulting from returned obsolete material will be paid by the Port Authority.

SCHEDULE "B"

COMPENSATION SCHEDULE

Bid Item	Lead-Time for Delivery (days)	Cost per each	Estimated Quantity	Extended Total (cost per each x estimated quantity)
1. L-830-16 10/15 watt 6.6 amp 60HZ	28 Days	\$45.00	150	\$6,750.00
2. L-830-1 30/45 watt 6.6 amp 60HZ	28 Days	\$47.00	150	\$7,050.00
3. L-830-4 100 watt 6.6 amp 60HZ	28 Days	\$75.00	150	\$11,250.00
4. L-831-18 150 watt 6.6 amp 60HZ	28 Days	\$76.50	150	\$11,475.00
5. L-830-6 200 watt 6.6 amp 60HZ	28 Days	\$75.75	25	\$1,893.75
6. L-830-10 300 watt 6.6 amp 60HZ	28 Days	\$108.75	25	\$2,718.75
7. L-830-3 65 watt 6.6 amp 60HZ	28 Days	\$58.00	25	\$1,450.00
EXTENDED TOTAL OF BID ITEMS 1-7:				\$42,587.50

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	A
	COMPANY LETTER	B
Name and Address of Insured	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate		
					Products Comp/Ops Aggregate		
					Personal & Advertising Injury		
					Each Occurrence		
					Fire Damage (Any one Fire)		
					Medical Expense (Any one Person)		
					Specific Project*		
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	Each Accident	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence	Aggregate
						\$	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory		
					(Each Accident)	\$	
					(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:

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

Name and Address of Certificate Holder

Date Issued: _____

Authorized Representative: _____

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

<p>1. REQUESTED MOTION/PURPOSE: Request Board award RFB 20-09LKD Mulch Delivery and Installation for Lee County Port Authority at Southwest Florida International Airport and Page Field to TCI Sod and Landscape, LLC and authorize Chairman to execute service provider agreement.</p> <p>2. FUNDING SOURCE: Account WJ5300041200.503490</p> <p>3. TERM: Three (3) years with two (2) one-year renewal options.</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes a service provider agreement for the purchase and installation of mulch at Southwest Florida International Airport and Page Field.</p>	<p>5. CATEGORY: 11. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

On January 17, 2020, the Authority advertised RFB 20-09LKD, Mulch Delivery and Installation for Lee County Port Authority at Southwest Florida International Airport and Page Field. The advertisement appeared on the LCPA website, and in aviation-related periodicals, Airports Council International-North America, Florida Airports Council, Airport Minority Advisory Council, and Public Purchase, a service that provides government bid notifications. Sixty (60) vendors were notified of the RFB, and twenty-two (22) companies requested and received the bid package. On February 18, 2020, the Authority received one (1) response.

The Authority contracts for the purchase and installation of mulch for both airports several times a year. The annual budget for this service at RSW and FMY has typically been \$35,000-\$40,000. With the additional landscaping required on SkyPlex Blvd., mulch requirements are estimated to increase by \$15,000.00 annually. Contracting this service to a professional vendor provides the benefit of procurement, delivery, and spreading thousands of cubic yards of mulch uniformly and safely using specialized equipment while ensuring that Maintenance Of Traffic (MOT) standards are maintained while working in and around vehicle traffic.

Staff recommends the Board award the Mulch Delivery and Installation service provider agreement to TCI Sod & Landscape, LLC, the lowest most responsive, responsible bidder who submitted bid amounts for pine bark mulch ranging from \$1.42 to \$1.66 per cubic foot. If approved, the service provider agreement will have an initial term of three (3) years with two (2) one-year renewal options at the discretion of the Authority. The total annual estimated expense for

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Background (continued)

this service will be approximately \$60,000.

Attachments:

1. Bid Tabulation Sheet
2. RFB 20-09LKD
3. Submittal
4. Service Provider Agreement



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 490-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 20-09LKD

Bid Title: Mulch Delivery and Installation

Opening Date: Tuesday, February 18, 2020

Opening Time: **2:00 PM**

Opened By: Megan Wilson

Title: Purchasing Agent

Verified By: *Michael Culver*

Attended Opening: *Megan Wilson*
Michael Culver

	FIRM	COST
1	<i>TCI Sod and Landscaping</i>	<i>6.16 Cubic Foot</i>
2		
3		
4		
5		
6		
7		
8		
9		
10		

** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE**



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

REQUEST FOR BIDS (RFB)

RFB 20-09LKD

FOR

MULCH DELIVERY AND INSTALLATION

DATED: January 17, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Lori DeLoach, CPPB, Senior Procurement Agent

TELEPHONE: (239) 590-4555
E-MAIL: LKDeLoach@FlyLCPA.com

PRE-BID MEETING:

**Wednesday, January 29, 2020, 1:30 PM Local Time, at the
Training Center: 15924 Air Cargo Lane, Fort Myers, FL 33913**

INQUIRY/CLARIFICATION REQUEST DEADLINE:

Thursday, February 06, 2020, TIME: 2:00 P.M., Local Time

BIDS DUE:

Tuesday, February 18, 2020, TIME: 2:00 P.M., Local Time

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PART A – GENERAL INFORMATION AND CONDITIONS

1. PUBLIC RECEIVING AND OPENING OF BIDS

Bids will be opened and read publicly at the time and place specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.

2. DELIVERY OF BIDS

The delivery of the sealed bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.

All bids submitted must be sealed and marked with the solicitation number and title on the exterior of the package. The submission is to contain one (1) original and one (1) identical electronic copy of bid in PDF format as a single file on a USB flash/travel. In case of discrepancy in content between the original hard copy and the USB flash/travel drive, the original hard copy will govern. All bids must be delivered to:

**LEE COUNTY PORT AUTHORITY PURCHASING OFFICE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS ROAD
THIRD FLOOR - SUITE 8671
FORT MYERS, FLORIDA 33913-8899**

Electronically submitted or faxed bids will not be considered.

3. DELAYS CAUSED BY DELIVERY SERVICES

Delivery of sealed bids to the Lee County Port Authority Purchasing Office prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed.

Bidders are advised that the United States Postal Service and third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

Any bid received after the deadline for submittal of bids will not be considered.

4. INQUIRIES/CLARIFICATION

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline indicated.

5. DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses Public Purchase to distribute solicitation documents including addenda and results. Interested firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register> or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Authority website www.flylcpa.com/purchasing or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.

All addenda shall become part of the contract documents.

6. PRE-BID MEETING

If applicable, a pre-bid meeting will be held at the location on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. Bidders' failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

All prospective bidders are encouraged to obtain and review the RFB prior to the pre-bid meeting in order to be prepared to discuss questions or concerns about the requirements of the Authority.

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

7. COST OF PREPARATION

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

8. AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

9. 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 Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder 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 procurement of materials and leases of equipment.

The successful Bidder will not participate directly or indirectly in 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.

10. GENERAL CIVIL RIGHTS

The successful Bidder 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 benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11. CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder.

12. DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any contract resulting from this RFB.

13. TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

14. PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority's receipt and review of an exemption claim, the Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

15. TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

16. EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

17. RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgment, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

18. AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

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

19. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder 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 F.S.; or if bidder is engaged in business operations in Cuba

or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

20. NO LOBBYING:

All Bidders 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 are not to be lobbied, either individually or collectively, regarding this solicitation.

During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project.

All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner. ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.**

21. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

22. RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision with respect to the award of any bid shall file with the Purchasing Office for the Lee County Port Authority a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the Bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate Bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913.

Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.

23. FINANCIAL RESPONSIBILITY

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

24. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

25. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

26. ESTIMATED QUANTITIES

Quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. All items listed for purchase are on an "as-needed" and/or "as funds permit" basis and the Authority may order all, or none, of the items or services described.

27. NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Lee County Port Authority.

28. WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to

the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

29. UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

30. BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serve the best interests of the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

31. EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

Until approval and final execution of the Service Provider Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work or purchase any goods otherwise when the best interests of the Authority will be promoted.

32. **PAYMENT**

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall to include purchase order number or Contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A.]

PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder’s bid, and to properly complete all bid forms.

1. MINIMUM QUALIFICATIONS

Bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to supply the goods or perform the services set forth in this RFB.

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

2. BASIS OF AWARD

The award will be based on the lowest, responsive and responsible Bid. The lowest bid will be based on Extended Total for Product 1 Pine Bark. Optional items may be purchased over the term of the service provider agreement on an as-needed basis.

The Authority reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.

The Authority reserves the right to award to one or multiple vendors and may additionally choose to assign a status of Primary and Secondary vendor to successful bidders as applicable. When a Primary/Secondary award is assigned the Primary vendor will be the Authority’s first contact for the assignment of any work or the purchase of any materials required under the Service Provider Agreement. If the Primary vendor is unable to fulfill the Authority’s needs or meet the timeline required, the Secondary vendor would be the next order of contact, as applicable. Additionally, the vendor selection order may be changed at any time during the term of the Service Provider Agreement as a result of deficient or non-compliant performance by a vendor.

3. PURCHASE ORDER

Purchase orders will be issued on an as needed basis for actual services required. Actual orders for material(s) and/or service(s) listed on the Bid Form are neither guaranteed nor implied. All orders are on “as needed” and “as funds permit” basis. The Authority may order all, some, or none of the bid items listed.

4. TERM

The term of the service provider agreement will be **three (3) years** with an option reserved to the Authority to extend the term of the agreement for **two (2) additional one (1) year renewal periods** by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority. Price adjustments for any renewal period will only be considered as provided below.

5. AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE (as required)

Employees of the successful bidder or its subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall

be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular vendor. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee at all times.

6. **PRICE ESCALATION/DE-ESCALATION**

Bids will be accepted with the understanding that no price increases will be authorized during the initial term of the agreement. Requests for upward price adjustments may be submitted only at the end of this period, and yearly thereafter, but will be approved only where verified to the satisfaction of the Lee County Port Authority as provided below. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Lee County Port Authority.

The successful bidder shall not give less than 30 days advance written notice of a proposed price increase to the Lee County Port Authority, whether prior to the expiration of the initial term or any renewal term. Any approved price change will be effective only at the beginning of the subsequent renewal period. The successful bidder shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the successful bidder.

Documentation must be supplied with the successful bidder's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Lee County Port Authority; and (2) verify the amount or percentage of increase which is being passed on to the successful bidder by others not under the control of the vendor. Failure by the successful bidder to supply the aforementioned verification with the request for a price increase will result in delay of the effective date of such increase. The Authority may make such verification as deemed adequate. However, a requested increase, which the Authority determines is excessive, regardless of any documentation supplied by the successful bidder, may be cause for cancellation of the agreement by the Authority. The Authority will notify using agencies and vendor in writing of the effective date of any increase, that it approves. However, the successful bidder shall fill all purchase orders received prior to the effective date of the price adjustment at the existing contract prices. The successful bidder is further advised that price decreases that affect the cost of materials, labor, and transportation must be passed on to the Authority immediately. Failure to do so will result in action to recoup such amounts and/or terminate the agreement.

[END OF PART B.]

PART C – INSURANCE AND BONDING REQUIREMENTS

1. INSURANCE

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

Each Bidder shall provide evidence of its ability to furnish the minimum insurance coverage either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

- Employers Liability \$1,000,000;
- Business Automobile Liability \$1,000,000, except that any work performed Airside will require a minimum of \$5,000,000 in business automobile liability coverage before vehicles are permitted Airside.
- Commercial General Liability \$1,000,000 per occurrence; \$1 million aggregate
- Workers' Compensation in accordance with Florida statutory limits.

The insurance provided will include coverage for all parties employed by the Bidder. At the discretion of the Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

An insurance certificate on an approved form is required from the successful Bidder in the amounts stated above. The form must be properly executed by the successful bidder's insurance company or agent and submitted by the successful bidder within fifteen (15) days after notification of the Lee County Port Authority Board of Port Commissioners' approval to award the agreement. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. 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.

The Lee County Port Authority must also be named as an additional insured on the policy. The certificate holder shall be Lee County Port Authority, Attn: Risk Manager-Administration (riskmanagement@flylcpa.com), 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913.

2. **HOLD HARMLESS AND INDEMNIFICATION** Bidder agrees through submission of its bid, to indemnify, hold harmless and defend Authority and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and 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 attorney's fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation, any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder during or after completion of the Work of the Bidder and persons employed or utilized by the Bidder in the performance of any agreement awarded under this Request for Bids. These obligations shall survive acceptance of any goods, services, and/or performance, and payment therefore by the Lee County Port Authority.

[END OF PART C.]

PART D - PROJECT INFORMATION AND REQUIREMENTS

RFB 20-09LKD: Mulch Delivery and Installation

SCOPE OF WORK

The Lee County Port Authority, hereafter “Authority”, is soliciting competitive sealed bids from qualified, licensed and insured bidders to perform work and provide goods in accordance with the requirements contained within the following Scope of Work.

The successful bidder shall deliver and install premium fade resistant mulch materials, such as bark, mulch, and pine needle bales, meeting the industry accepted product standards as defined by the Mulch & Soil Council (MSC), to various locations at the Southwest Florida International Airport (RSW) and Page Field (FMY) as requested by the Authority.

Service Locations

The primary location addresses are as follows:

Southwest Florida International Airport: 11000 Terminal Access Road, Fort Myers, FL 33913.

Page Field: 5200 Captain Channing Page Drive, Fort Myers, FL 33907.

Responsibilities

The successful bidder shall be responsible for the following:

- 1.) Furnishing all labor, materials, necessary equipment and incidentals needed for the delivery and installation of premium fade resistant mulch.
- 2.) Work shall begin within 14 calendar days from the issue date of the purchase order and must be completed within 30 calendar days of the date stated in the purchase order unless otherwise stated in the purchase order.
- 3.) All mulch will be delivered in bags clearly marked with the cubic foot of the bag contents.
- 4.) All landscape installation and maintenance activities shall be performed in accordance with Florida Department of Transportation (FDOT) Temporary Traffic Control (formerly Maintenance of Traffic) and OSHA Regulations.
- 5.) All work and materials furnished and installed by successful bidder shall be of the best quality and workmanship and to the satisfaction of the Authority. Mulch samples must be provided prior to mulch installation upon request by the Authority. The Authority reserves the right to reject any material not meeting quality standards.
- 6.) Prior to installation, all loose debris, rocks, and sticks are to be removed and properly disposed of by the successful bidder at no additional cost to the Authority.
- 7.) Bidder shall repair any damage done by their employees in the performance of this work. All repairs must be to the Authority’s satisfaction, completed within 5 calendar days of the date of the damage, and, at no additional cost to the Authority.

The Authority shall be responsible for the following:

- 1.) Authority staff will define the installation schedule and quantity of mulch to be installed.
- 2.) Provide a purchase order describing the following: site location, material to be used, minimum depth of mulch material, and number of days to complete the task.
- 3.) Upon notification of completion by the provider, the Authority Site Manager or Supervisor will inspect the location for quality of workmanship and material. It shall be the provider’s responsibility to complete the task or any required correction as directed and at no additional cost to the Authority.

[END OF SECTION D]

PART E - DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

Not applicable to this solicitation.

[END OF PART E]

PART F – FORMS

Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County _____

of: _____

This foregoing instrument was acknowledged before me this _____ day of _____

_____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM

BID NO. RFB 20-09LKD

BIDDER'S NAME: _____

RECEIVING DATE: **TUESDAY, FEBRUARY 18, 2020**

PRIOR TO **2:00 P.M. LOCAL TIME**

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, Insurance and Bonding Requirements, Project Information and Requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

MULCH DELIVERY AND INSTALLATION

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

***In the blanks provided below indicate bid pricing as a unit cost per cubic foot, shall include material, labor, delivery and installation of bagged mulch/bark.**

***All-inclusive Price by Cubic Feet supplied in bags (not bag price)**

Item	Product	1 – 249 CF	250 – 999 CF	1000 – 1999 CF	2000 CF & above	Extended Total (used for bidding purposes only)
		A	B	C	D	(Add columns A+B+C+D for each item)
1	Pine Bark	\$	\$	\$	\$	\$
Optional Items:						
2	Black Mulch	\$	\$	\$	\$	\$
3	Red Mulch	\$	\$	\$	\$	\$
4	Gold Mulch	\$	\$	\$	\$	\$

****All-inclusive Price per Bale**

**** In the blanks provided below indicate bid pricing as a unit cost per bale, shall include material, labor, delivery and installation of Pine Needle Bales.**

Item	Product	1 – 99	100 – 499	500 – 999	1000 bale(s) & above	Extended Total (used for bidding purposes only)
		bale(s)	bale(s)	bale(s)		(Add columns A+B+C+D for each item)
5	Pine Needle Bales	\$	\$	\$	\$	\$

How pricing is determined: The department will provide the awarded vendor a purchase order describing the area(s) to be serviced. The awarded vendor will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the purchase order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.

FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner)

(president) (secretary) or (authorized representative) (circle one) of _____

(Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the Agreement required by this Bid 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 Authority Bids. The prospective Bidder 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
the _____ (Corporation or partnership, if applicable). He/She is personally
known to me or has _____ as identification.
produced _____

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: _____

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE 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 PUBLIC ENTITY 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 _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My
Commission Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

 _____ (in Lee County, Florida)

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

 _____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

Notary Public – State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced identification _____.

My Commission Expires _____

(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]

Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

- 1) **Section 1:** Bidder is to complete the form with reference respondent's information prior to providing the form to the reference respondent and ask for the form to be completed and returned to the Port Authority. (This is **not** the Bidder's information.)
- 2) **Section 2:** Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
- 3) **Section 3:** To be completed by the reference respondent.
- 4) **Section 4:** The reference respondent to print and sign name
- 5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent by each reference respondent.
- 6) Failure to obtain reference surveys may make cause a non-responsiveness determination.

FORM 7: PROFESSIONAL REFERENCE SURVEY
RFB 20-09LKD
MULCH DELIVERY AND INSTALLATION
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:		Procurement Agent: <u>Lori DeLoach</u>
Company:		Due Date: _____
Email:		Total # Pages: _____
Phone:		Phone: <u>239-590-4555</u>
Section 2		Email: LKDeLoach@FlyLCPA.com
Bidder Name:		
Client's Project Name:		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
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)
---------------	----------	------------------	-----------------------

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 the services his company has furnished and performed at your facility?

E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		NO	

NO BID SUBMISSION (OPTIONAL FORM)

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Lori DeLoach, Senior Procurement Agent, at LKDeLoach@FlyLCPA.com or Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Our services do not meet the Scope of Services

_____ Circle one - Scope of Services were:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____

SEALED BID LABEL

**Cut along the outer border and
affix this label to your sealed solicitation
submission to identify it as a “Sealed Bid”**

SEALED BID • DO NOT OPEN	
SOLICITATION NO.:	RFB 20-09LKD
SOLICITATION TITLE:	Mulch Delivery and Installation
DATE DUE:	Tuesday, February 18, 2020
TIME DUE:	Prior to: 2:00 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Purchasing Office Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
<i>Note: Submittals received after the time and date above will not be accepted.</i>	



Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4555 Lori DeLoach

PLEASE PRINT CLEARLY

Map: Terminal Access Road and Parking Lots



Map: Skyplex Entrance



V10/09/2019

SERVICE PROVIDER AGREEMENT ATTACHED (Draft)

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
STANDARD SERVICE PROVIDER AGREEMENT
RFB 20-09LKD
MULCH DELIVERY AND INSTALLATION

THIS AGREEMENT is entered this _____ day of _____, 20____, 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 _____, a _____ corporation, authorized to do business in the State of Florida, ("PROVIDER"), at _____, Federal Identification Number _____.

WITNESSETH

WHEREAS, the Authority desires to obtain products and/or services from Provider as described below for the Southwest Florida International Airport/Page Field General Aviation Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products 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 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 been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes 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 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 products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services.

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 the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. Authority may exercise each option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the current term or any extended 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.

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 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the 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, based upon Provider's monthly invoice, as described in this Section.

8.2 METHOD OF PAYMENT

- (a) MONTHLY STATEMENTS - The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month. The monthly invoice shall cover goods provided and 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. Invoices shall include an itemized description of the project, and a description of the products and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

- (b) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products 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.

9.0 APPROPRIATIONS

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 date the goods or 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.

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 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 products 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.

12.0 AUTHORITY'S REPRESENTATIVE

The _____ Director (*insert name of Department*) shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - 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) **Building Plans** - 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 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.

14.0 PROVIDER'S OBLIGATION

Provider 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 Provider 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.com/public records](http://www.flylcpa.com/publicrecords).

- 5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider's sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the Provider shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.

15.0 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.

16.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice 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, Provider 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. 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 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 Provider from potential insurer insolvency.

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, or any products be provided, 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 the work or products by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.3, 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.

16.2. 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:

16.2.1. 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 of the work 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	\$1,000,000
General Aggregate	\$1,000,000

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 nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

16.2.2. Automobile Liability Insurance 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 \$1,000,000 Combined Single Limit

Any work Airside at either airport will require a minimum of \$5,000,000 Business Automobile Liability Coverage.

16.2.3. Worker's Compensation and Employers Liability Insurance 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 \$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

16.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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 work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

16.2.5. 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 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.

17.0 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.

18.0 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.

19.0 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.

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 products 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 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

22.0 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.

23.0 NO THIRD PARTY BENEFICIARIES

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

24.0 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.

25.0 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.

26.0 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.

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. 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.

27.2 PROMPT PAYMENT REQUIREMENTS. 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.

27.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurements 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.

28.0 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.

29.0 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.

30.0 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:

- 30.1. All persons employed by Provider during the term of this Agreement
- 30.2. 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.

31.0 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.

32.0 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.

33.0 NOTICES AND ADDRESS

33.1 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

[Provider Name]
[Provider Address]

Attention: _____

33.2 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.

34.0 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.

35.0 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 Provider 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.

36.0 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.

37.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

38.0 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.

39.0 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 shall deliver and install premium fade resistant mulch materials, such as bark, mulch, and pine needle bales, meeting the industry accepted product standards as defined by the Mulch & Soil Council (MSC), to various locations at the Southwest Florida International Airport (RSW) and Page Field (FMY) as requested by the Authority.

Service Locations

The primary location addresses are as follows:

Southwest Florida International Airport
1000 Terminal Access Road
Fort Myers, FL 33913

Page Field
5200 Captain Channing Page Drive
Fort Myers, FL 33907

Responsibilities

The Provider shall be responsible for the following:

- 1) Furnish all labor, materials, necessary equipment and incidentals needed for the delivery and installation of premium fade resistant mulch.
- 2) Begin work within fourteen (14) calendar days from the issue date of the purchase order. All work must be completed within thirty (30) calendar days of the date stated in the purchase order unless otherwise stated in the purchase order.
- 3) All mulch will be delivered in bags clearly marked with the cubic foot of the bag contents.
- 4) All landscape installation and maintenance activities shall be performed in accordance with Florida Department of Transportation (FDOT) Temporary Traffic Control (formerly Maintenance of Traffic) and OSHA Regulations.
- 5) All work and materials furnished and installed shall be of the best quality and workmanship and to the satisfaction of the Authority. Mulch samples must be provided prior to mulch installation upon request by the Authority. The Authority reserves the right to reject any material not meeting quality standards.
- 6) Prior to installation, all loose debris, rocks, and sticks must be removed and properly disposed of by Provider at no additional cost to the Authority.

- 7) Provider must repair any damage done by their employees in the performance of this work at no additional cost to the Authority.

The Authority shall be responsible for the following:

- 1) Authority staff will define the installation schedule and quantity of mulch to be installed.
- 2) Provide a task authorization describing the following information: site location, material to be used, minimum depth of mulch material, and number of days to complete the task.
- 3) Upon notification of completion of work by the Provider, the Authority Site Manager or Supervisor will inspect the location for quality of workmanship and material. It shall be the Provider's responsibility to complete the task or correction as directed at no additional cost to the Authority.

EXHIBIT "B"

COMPENSATION SCHEDULE

MULCH DELIVERY AND INSTALLATION

In full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

*All prices are All-inclusive Prices by Cubic Feet supplied in bags

	1 – 249 CF	250 – 999 CF	1000 – 1999 CF	2000 CF & above
Product	A	B	C	D
1 Pine Bark	\$	\$	\$	\$
<u>Optional Items:</u>				
2 Black Mulch	\$	\$	\$	\$
3 Red Mulch	\$	\$	\$	\$
4 Gold Mulch	\$	\$	\$	\$
	**All-inclusive Price per Bale			
	1 – 99 bale(s)	100 – 499 bale(s)	500 – 999 bale(s)	1000 bale(s) & above
5 Pine Needle Bales	\$	\$	\$	\$

How pricing is determined: The department will provide the Provider a purchase order of the area(s) to be serviced. The Provider will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the task order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.

***Provide total cost per cubic foot, to include material, labor, delivery and installation of bagged mulch/bark.**

**** Provide a total cost per bale, to include material, labor, delivery and installation of Pine Needle Bale**

PART F – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

TCI Sod & Landscaping, LLC
NAME OF BUSINESS
[Signature]
AUTHORIZED SIGNATURE
Enrique Acevedo, VP
NAME, TITLE, TYPED
13-4340359
FEDERAL IDENTIFICATION #

3507 Lee Blvd Ste 212
MAILING ADDRESS
Lehigh Acres, FL 33971
CITY, STATE & ZIP CODE
239-303-0648/239-303-1976
TELEPHONE NUMBER / FAX NUMBER
Rick@TCISodLLC@hotmail.com
EMAIL ADDRESS

State of: Florida
County:
of: Lee

This foregoing instrument was acknowledged before me this 18th day of February, 2020, by Enrique Acevedo, who is personally known to me or produced as identification.

[Signature of Melissa Koger]
Signature of Notary

GG 270280
Serial/Commission No.



FORM 2: OFFICIAL BID FORM
BID NO. RFB 20-09LKD

BIDDER'S NAME: TCI Sod & Landscaping, LLC

RECEIVING DATE: **TUESDAY, FEBRUARY 18, 2020**
 PRIOR TO **2:00 P.M. LOCAL TIME**

Purchasing Office
 Lee County Port Authority
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, Insurance and Bonding Requirements, Project Information and Requirements, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

MULCH DELIVERY AND INSTALLATION

in full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

***In the blanks provided below indicate bid pricing as a unit cost per cubic foot, shall include material, labor, delivery and installation of bagged mulch/bark.**

***All-inclusive Price by Cubic Feet supplied in bags (not bag price)**

Item	Product	1 – 249 CF	250 – 999 CF	1000 – 1999 CF	2000 CF & above	Extended Total (used for bidding purposes only)
		A	B	C	D	(Add columns A+B+C+D for each item)
1	Pine Bark	\$ 1.66	\$ 1.58	\$ 1.50	\$ 1.42	\$ 6.16
Optional Items:						
2	Black Mulch	\$ 1.58	\$ 1.50	\$ 1.42	\$ 1.34	\$ 5.84
3	Red Mulch	\$ 1.33	\$ 1.25	\$ 1.17	\$ 1.09	\$ 4.84
4	Gold Mulch	\$ 1.25	\$ 1.17	\$ 1.09	\$ 1.01	\$ 4.52

****All-inclusive Price per Bale**

**** In the blanks provided below indicate bid pricing as a unit cost per bale, shall include material, labor, delivery and installation of Pine Needle Bales.**

Item	Product	1 – 99	100 – 499	500 – 999	1000 bale(s) & above	Extended Total (used for bidding purposes only)
		bale(s)	bale(s)	bale(s)		(Add columns A+B+C+D for each item)
5	Pine Needle Bales	\$ 6.00	\$ 5.75	\$ 5.50	\$ 5.25	\$ 22.50

How pricing is determined: The department will provide the awarded vendor a purchase order describing the area(s) to be serviced. The awarded vendor will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the purchase order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.

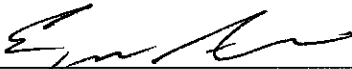
FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Lee

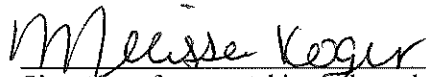
Enrique Acevedo,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint
venture partner)

(president) (secretary) or (authorized representative) (circle one) of TCI Sod & Landscaping, LLC
(Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain
an award of the Agreement required by this Bid 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 Authority Bids. The
prospective Bidder 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 February 18th 2020,
by Enrique Acevedo, VP (name of person, officer or agent, title of officer or agent), of
TCI Sod & Landscaping, LLC (corporation or partnership, if applicable), a
Florida (State of incorporation or partnership, if applicable), on behalf of
the Limited Liability (Corporation or partnership, if applicable). He/She is personally
known to me or has
produced _____ as identification.



Signature of person taking acknowledgment

Melissa Koger

Name typed, printed, or stamped

(Title or rank)



Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.


BIDDER'S NAME: TCI Sod & Landscaping, LLC

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[Signature]

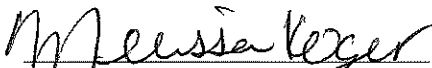
Notary Public
State of Florida
County of Lee

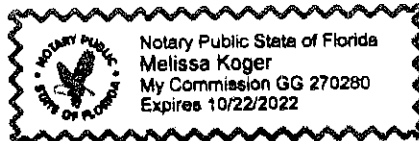
Sworn to and subscribed before me this 18th day of February, 20 20,
by, Enrique Acevedo _____ who produced the following as identification

_____ (Type of identification) or is personally known to me. My

Commission Expires 10/22/2022.

[stamp or seal]


[Signature of Notary Public]



Melissa Koger
[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

 _____ (in Lee County, Florida)

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

Please provide the following information:

Number of employees currently working in Lee County full time = 8+

Projects completed in Lee County over the last consecutive three (3) years:

<u>Lee County Port Authority</u>	Began in 20 <u>16</u> Completed in 20 <u>20</u>
_____	Began in 20 <u> </u> Completed in 20 <u> </u>
_____	Began in 20 <u> </u> Completed in 20 <u> </u>
_____	Began in 20 <u> </u> Completed in 20 <u> </u>
_____	Began in 20 <u> </u> Completed in 20 <u> </u>
_____	Began in 20 <u> </u> Completed in 20 <u> </u>

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

 _____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

TCI Sod & Landscaping, LLC
3507 Lee Blvd Ste 212
Lehigh Acres, FL 33971

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)


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

Enrique Acevedo

Printed Name

VP

Title


Signature

Notary Public – State of Florida

County of Lee

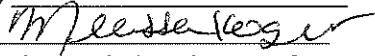
Sworn to and subscribed before me this 18th day of February, 20 20

Personally known X or produced identification _____

My Commission Expires 10/22/2022

(Type of identification)

Melissa Koger



Printed, typed or stamped commissioned name of Notary Public



[Remainder of page intentionally left blank]

Reference Survey Directions

For Bids this form will be requested from the apparent low Bidder prior to the award. Provide this form to a minimum of three references. The Authority reserves the right to verbally verify references.

- 1) **Section 1:** Bidder is to complete the form with reference respondent's information prior to providing the form to the reference respondent and ask for the form to be completed and returned to the Port Authority. (This is **not** the Bidder's information.)
- 2) **Section 2:** Enter the name of the Bidder; provide the project information that the reference respondent is to provide a response for.
- 3) **Section 3:** To be completed by the reference respondent.
- 4) **Section 4:** The reference respondent to print and sign name
- 5) A **minimum of 3 reference responses** are requested to be returned to the Procurement Agent by each reference respondent.
- 6) Failure to obtain reference surveys may make cause a non-responsiveness determination.

FORM 7: PROFESSIONAL REFERENCE SURVEY
RFB 20-09LKD
MULCH DELIVERY AND INSTALLATION
FOR THE LEE COUNTY PORT AUTHORITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Client/Reference Respondent Information - Please Print Legibly	Please return completed form to:
Name & Title:	Michael Filian, Operations Manager	Procurement Agent: <u>Lori DeLoach</u>
Company:	Wind River Environmental ^{A-1 Gator} Septic	Due Date: _____
Email:	Michael@aligatorseptic.com	Total # Pages: _____
Phone:	259-267-4541	Phone: <u>239-590-4555</u>
Section 2		Email: <u>LKDeLoach@FLVLCPA.com</u>
Bidder Name:	TCI Sod & Landscaping, LLC	
Client's Project Name:		
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
5 years
- What type(s) of business have you done with this company?
Sod installation
- What is your overall impression of this company's qualifications?
Excellent

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

<u>E</u>	G	S	NS
<u>E</u>	G	S	NS
<u>E</u>	G	S	NS
<u>E</u>	G	S	NS
<u>E</u>	G	S	NS
<u>E</u>	G	S	NS
<u>YES</u>	NO		

- Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

FORM 7: PROFESSIONAL REFERENCE SURVEY
RFB 20-09LKD
MULCH DELIVERY AND INSTALLATION
 FOR THE LEE COUNTY PORT AUTHORITY
 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1		Client/Reference Respondent Information – Please Print Legibly	Please return completed form to:	
Name & Title:	John Farman		Procurement Agent: <u>Lori DeLoach</u>	
Company:	THOMPkins CONTRACTING Inc		Due Date: _____	
Email:	John.F@ThompkinsContracting.com		Total # Pages: _____	
Phone:	239-303-0648		Phone: <u>239-590-4555</u>	
			Email: <u>LKDeLoach@FlyLCPA.com</u>	
Section 2				
Bidder Name:	TCI Sod & Landscaping, LLC			
Client's Project Name:	CORK SCREW PROJECT			
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:				
Section 3				

- How long have you done business with this company?
10 YEARS
- What type(s) of business have you done with this company?
Sod & Landscaping Installation
- What is your overall impression of this company's qualifications?
Very Professional, Never left a project untidy, Supervision Excellent

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

E ✓	G	S	NS
E ✓	G	S	NS
E	G ✓	S	NS
E ✓	G	S	NS
E	G ✓	S	NS
E	G ✓	S	NS
YES ✓		NO	

- Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?

Installers are very polite, & work hard to complete the project in a timely manner

NO BID SUBMISSION (OPTIONAL FORM)

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Lori DeLoach, Senior Procurement Agent, at LKDeLoach@FlyLCPA.com or Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Our services do not meet the Scope of Services

Circle one - Scope of Services were:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- Public Purchase
- Local newspaper
- Florida Airports Council
- Airport Minority Advisory Council
- Word of mouth

Name of Firm: TCI Sod and Landscaping, LLC

Name of Individual: _____

Telephone Number: 239-303-0648 Fax: 239-303-1976

Email Address: tcisodllc@hotmail.com

DATE: 2/18/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2019

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).

PRODUCER Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): (480) 951-4177	FAX (A/C, No): (480) 951-4266
E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Zurich Insurance Company	40142	
INSURED Paychex HR Outsourcing, LLC Alt. Emp: TCI Sod & Landscaping LLC 8215 Forest Point Blvd Suite 150 Charlotte, NC 28273	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

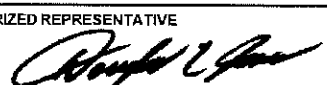
COVERAGES **CERTIFICATE NUMBER:** 19FL281991635 **REVISION NUMBER:** _____

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	WC 67-35-454-00	06/01/2019 06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Location Coverage Period: 06/01/2019 06/01/2020						Client# 41028-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to:
TCI Sod & Landscaping LLC
3507 Lee Blvd #212
LeHigh Acres, FL 33971

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER Lee County Port Authority Airfield and Grounds Maintenance 11000 Terminal Access Rd Fort Myers, FL 33913	CANCELLATION 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 
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2019

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).

PRODUCER AWA Insurance Agency 13700 Six Mile Cypress Pkwy Suite #1 Fort Myers, FL 33912	CONTACT NAME: Karen C Gross PHONE (A/C, No, Ext): (239) 418-1100 FAX (A/C, No): (269) 418-1164 E-MAIL ADDRESS: karen@awainsurance.com														
INSURED	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners Ins Co</td> <td>10190</td> </tr> <tr> <td>INSURER B : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Ins Co	10190	INSURER B : Owners Insurance Company	32700	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Owners Insurance Company	32700														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

TCl Sod & Landscaping LLC
PO Box 546
Lehigh Acres, FL 33970

COVERAGES CERTIFICATE NUMBER: 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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table style="width:100%; border:none;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	X	X	20392214	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOA \$ 1,000,000		
<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR										
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <table style="width:100%; border:none;"> <tr> <td><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY</td> <td><input type="checkbox"/> SCHEDULED AUTOS</td> </tr> <tr> <td><input type="checkbox"/> HIRED AUTOS ONLY</td> <td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td> </tr> </table>	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	48-207549-00	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS										
<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY										
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		48-207549-01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				
A	Inland Marine-			20392214	7/1/2019	7/1/2020	RENTED AND LEASED \$ 100,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Lee County Port Authority shall be named as an Additional Insured on ALL policies (except for Workers Compensation).
 The Operator's insurance will be primary and non-contributory, and shall include a Waiver of Subrogation by both the Operator 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 HOLDER CANCELLATION

Lee County Port Authority Southwest Florida International Airport 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
---	---

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

Lee County Port Authority Airfield and Grounds Maintenance
11000 Terminal Access Rd
Fort Myers, FL 33913

WORK PERFORMED BY CO-EMPLOYEES OF:

TCI Sod & Landscaping LLC
3507 Lee Blvd #212
LeHigh Acres, FL 33971

ON THE FOLLOWING PROJECT:

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2019

Policy No: WC 67-35-454-00

Endorsement No:

Insured: Paychex HR Outsourcing, LLC Alt. Emp: TCI Sod & Landscaping LLC

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:



Authorized Representative

**2019 - 2020
LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

Account Number: 0611971

Account Expires: September 30, 2020

Location:

3507 LEE BLVD
LEHIGH ACRES FL 33971

TCI SOD & LANDSCAPING LLC
TCI SOD & LANDSCAPING LLC
PO BOX 546
LEHIGH ACRES FL 33970

May engage in the business of:

LAWN AND/OR LANDSCAPING SERVICE
--

Performing service in unincorporated Lee County is prohibited per Ordinance 08-08.
--

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY
--

Payment Information:

PAID 529775-77-1

09/06/2019 09:50 AM

\$50.00



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

October 18, 2019

TCI SOD & LANDSCAPING LLC
3507 LEE BLVD STE 212
LEHIGH ACRES, FL 33971-1303

SUBJECT: TCI SOD & LANDSCAPING LLC

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "TCI SOD & LANDSCAPING LLC is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD145."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on September 15, 2020.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD145**
Issue Date: October 17, 2019
Expiration Date: September 15, 2020

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

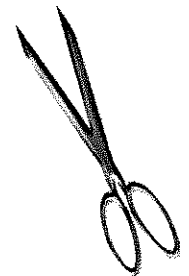
TCI SOD & LANDSCAPING LLC
3507 LEE BLVD STE 212
LEHIGH ACRES, FL 33971-1303

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

SEALED BID LABEL

**Cut along the outer border and
affix this label to your sealed solicitation
submission to identify it as a "Sealed Bid"**

SEALED BID • DO NOT OPEN	
SOLICITATION NO.:	RFB 20-09LKD
SOLICITATION TITLE:	Mulch Delivery and Installation
DATE DUE:	Tuesday, February 18, 2020
TIME DUE:	Prior to: 2:00 PM
SUBMITTED BY:	TCI Sod and Landscaping, LLC <small>(Name of Company)</small>
<small>tclsodllc@hotmail.com</small> e-mail address	<small>239-303-0648</small> Telephone
DELIVER TO:	Purchasing Office Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
<i>Note: Submittals received after the time and date above will not be accepted.</i>	



Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4555 Lori DeLoach

PLEASE PRINT CLEARLY



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
TCI SOD & LANDSCAPING LLC

Filing Information

Document Number L06000080524
FEI/EIN Number 13-4340359
Date Filed 08/15/2006
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 01/29/2016
Event Effective Date NONE

Principal Address

3507 LEE BLVD
SUITE 230
LEHIGH ACRES, FL 33971

Changed: 02/27/2017

Mailing Address

PO BOX 546
LEHIGH ACRES, FL 33970

Changed: 02/27/2013

Registered Agent Name & Address

MACHADO, SCOTT
7824 13th Ter.
LaBelle, FL 33935

Name Changed: 01/29/2016

Address Changed: 01/25/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

THOMPkins, MARTY M
1416 BROADWAY AVE

LEHIGH ACRES, FL 33972

Title MGRM

ACEVEDO, ENRIQUE M
1320 MONROE AVE
LEHIGH ACRES, FL 33972

Title MGRM

THOMPkins, MARTY
7824 13TH TERRACE
LABELLE, FL 33935

Title MGRM

ACEVEDO, ENRIQUE
7835 18TH PLACE
LABELLE, FL 33935

Title MGRM

MACHADO, SCOTT
3407 E 18TH STREET
LEHIGH ACRES, FL 33972

Annual Reports

Report Year	Filed Date
2017	02/27/2017
2018	04/02/2018
2019	02/11/2019

Document Images

02/11/2019 -- ANNUAL REPORT	View image in PDF format
04/02/2018 -- ANNUAL REPORT	View image in PDF format
02/27/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- LC Amendment	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
02/27/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
03/03/2010 -- ANNUAL REPORT	View image in PDF format
01/21/2009 -- REINSTATEMENT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
08/15/2006 -- Florida Limited Liability	View image in PDF format

Contract Number 8065
Vendor Number 435430

LEE COUNTY PORT AUTHORITY
STANDARD SERVICE PROVIDER AGREEMENT
RFB 20-09LKD
MULCH DELIVERY AND INSTALLATION

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 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and TCI SOD & LANDSCAPING, LLC, a Florida Limited Liability Company, ("PROVIDER"), at 3507 Lee Boulevard, Ste. 212, Lehigh Acres, FL 33971, Federal Identification Number 13-4340359.

WITNESSETH

WHEREAS, the Authority desires to obtain products and/or services from Provider as described below for the Southwest Florida International Airport/Page Field Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted a bid or quote agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products 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 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 been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes 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 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 products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services.

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 the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. Authority may exercise each option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the current term or any extended 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.

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 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the 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, based upon Provider's monthly invoice, as described in this Section.

8.2 METHOD OF PAYMENT

- (a) **MONTHLY STATEMENTS** - The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month. The monthly invoice shall cover goods provided and 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. Invoices shall include an itemized description of the project, and a description of the products and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

- (b) **PAYMENT SCHEDULE** - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the products 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.

9.0 APPROPRIATIONS

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 date the goods or 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.

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 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 products 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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance Director shall administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - 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) **Building Plans** - 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 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.

14.0 PROVIDER'S OBLIGATION

Provider 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 Provider 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.com/publicrecords>.

- 5) The Provider is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Provider is not an employee, agent or servant of the Authority and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all time, and in all places, be subject to the Provider's sole discretion, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the Provider shall be that of an independent contractor and not as employees of the Authority. The Provider shall be solely responsible for providing benefits and insurance to its employees.

15.0 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.

16.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice 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, Provider 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. 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 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 Provider from potential insurer insolvency.

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, or any products be provided, 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 the work or products by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.3, 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.

16.2. 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:

16.2.1. 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 of the work 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	\$1,000,000
General Aggregate	\$1,000,000

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 nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

16.2.2. Automobile Liability Insurance 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 \$1,000,000 Combined Single Limit

Any work Airside at either airport will require a minimum of \$5,000,000 Business Automobile Liability Coverage.

16.2.3. Worker's Compensation and Employers Liability Insurance 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 \$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

16.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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 work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

16.2.5. 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 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.

17.0 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.

18.0 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.

19.0 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.

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 products 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 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

22.0 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.

23.0 NO THIRD PARTY BENEFICIARIES

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

24.0 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.

25.0 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.

26.0 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.

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. 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.

27.2 PROMPT PAYMENT REQUIREMENTS. 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.

27.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurements 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.

28.0 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.

29.0 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.

30.0 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:

- 30.1. All persons employed by Provider during the term of this Agreement
- 30.2. 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.

31.0 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.

32.0 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.

33.0 NOTICES AND ADDRESS

33.1 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

TCI Sod & Landscaping, LLC
3507 Lee Boulevard, Ste. 212
Lehigh Acres, FL 33971

Attention: Enrique Acevedo, Vice President

33.2 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.

34.0 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.

35.0 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 Provider 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.

36.0 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.

37.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

38.0 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.

39.0 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:

Melissa Koger

Witness

Paul M. Dunham

Witness

SEAL

TCI SOD & LANDSCAPING, LLC
PROVIDER

[Signature]

Authorized Signature for Provider

By: Enrique Acevedo

Printed Name

VP

Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider shall deliver and install premium fade resistant mulch materials, such as bark, mulch, and pine needle bales, meeting the industry accepted product standards as defined by the Mulch & Soil Council (MSC), to various locations at the Southwest Florida International Airport (RSW) and Page Field Airport (FMY) as requested by the Authority.

Service Locations

The primary location addresses are as follows:

Southwest Florida International Airport
1000 Terminal Access Road
Fort Myers, FL 33913

Page Field Airport
5200 Captain Channing Page Drive
Fort Myers, FL 33907

Responsibilities

The Provider shall be responsible for the following:

- 1) Furnish all labor, materials, necessary equipment and incidentals needed for the delivery and installation of premium fade resistant mulch.
- 2) Begin work within fourteen (14) calendar days from the issue date of the purchase order. All work must be completed within thirty (30) calendar days of the date stated in the purchase order unless otherwise stated in the purchase order.
- 3) All mulch will be delivered in bags clearly marked with the cubic foot of the bag contents.
- 4) All landscape installation and maintenance activities shall be performed in accordance with Florida Department of Transportation (FDOT) Temporary Traffic Control (formerly Maintenance of Traffic) and OSHA Regulations.
- 5) All work and materials furnished and installed shall be of the best quality and workmanship and to the satisfaction of the Authority. Mulch samples must be provided prior to mulch installation upon request by the Authority. The Authority reserves the right to reject any material not meeting quality standards.
- 6) Prior to installation, all loose debris, rocks, and sticks must be removed and properly disposed of by Provider at no additional cost to the Authority.

- 7) Provider must repair any damage done by their employees in the performance of this work at no additional cost to the Authority.

The Authority shall be responsible for the following:

- 1) Authority staff will define the installation schedule and quantity of mulch to be installed.
- 2) Providing a purchase order describing the following information: site location, material to be used, minimum depth of mulch material, and number of days to complete the task.
- 3) Upon notification of completion of work by the Provider, the Authority Site Manager or Supervisor will inspect the location for quality of workmanship and material. It shall be the Provider's responsibility to complete the task or correction as directed at no additional cost to the Authority.

EXHIBIT "B"

COMPENSATION SCHEDULE

MULCH DELIVERY AND INSTALLATION

In full accordance with the bid and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

*All prices are All-inclusive Prices by Cubic Feet supplied in bags

Product	1 - 249 CF	250 - 999 CF	1000 - 1999 CF	2000 CF & above	
	A	B	C	D	
1 Pine Bark	\$1.66	\$1.58	\$1.50	\$1.42	
Optional Items:					
2 Black Mulch	\$1.58	\$1.50	\$1.42	\$1.34	
3 Red Mulch	\$1.33	\$1.25	\$1.17	\$1.09	
4 Gold Mulch	\$1.25	\$1.17	\$1.09	\$1.01	
		**All-inclusive Price per Bale			
		100 - 499	500 - 999	1000 bale(s) & above	
	1 - 99 bale(s)	bale(s)	bale(s)		
5 Pine Needle Bales	\$6.00	\$5.75	\$5.50	\$5.25	

How pricing is determined: The department will provide the Provider a purchase order of the area(s) to be serviced. The Provider will provide an all-inclusive quote with the number of cubic feet necessary to complete the purchase order. The chart above will determine the price per cubic foot based on the task order CF total. Example: Area A 300 cf., Area B 200 cf., Area C 1000 cf., Total 1500 cf. * Column C (1000-1999 CF)=total quoted price for Task.

***Total cost per cubic foot, to include material, labor, delivery and installation of bagged mulch/bark.**

**** Total cost per bale, to include material, labor, delivery and installation of Pine Needle Bale.**

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	A
Name and Address of Insured	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate \$ Products Comp/Ops Aggregate \$ Personal & Advertising Injury \$ Each Occurrence \$ Fire Damage (Any one Fire) \$ Medical Expense (Any one Person) \$ Specific Project* \$As above		
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person) \$ Bodily Injury (Each Accident) \$ Property Damage \$ Bodily Injury and Property Damage Combined \$	Each Accident	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined \$	Each Occurrence	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory (Each Accident) \$ (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:



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

Name and Address of Certificate Holder

Date Issued: _____

Authorized Representative: _____

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 20-39MLW Fire Alarm Testing & Inspections for Southwest Florida International Airport to Commercial Fire & Communications, the lowest, responsive, and responsible bidder and authorize Chairman to execute service provider agreement.
2. **FUNDING SOURCE:** Account WJ5200041200.503190
3. **TERM:** Initial two-year term with one (1) optional two-year renewal.
4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for annual fire alarm inspection, testing, and repair services for a bid amount of \$26,558 plus additional services as allowed.

5. **CATEGORY:** 12.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

On May 4, 2020, Lee County Port Authority advertised RFB 20-39MLW entitled "Fire Alarm Testing & Inspections for Southwest Florida International Airport." Advertisements were also placed on the LCPA website, aviation-related periodicals (Airports Council International-North America, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. One hundred and ten (110) vendors were notified of the RFB, and six (6) companies requested and received the bid package. One (1) response was received by the deadline on June 4, 2020.

Florida Building Code and National Fire Protection Association (NFPA) standards require annual testing and certification inspections on our fire alarm system at multiple locations throughout RSW, including the Terminal, Rent-A-Car building, the Chiller, ARFF, Airfield Maintenance, Vehicle Maintenance, the Training Center, as well as the Air Cargo building. This agreement allows for annual fire alarm testing & inspection and other associated services, including the repair of the system as needed. Annually, over 1,700 fire alarm system-related components are tested, including the main pull stations, duct detectors, heat detectors, horns, strobes, sirens, water flow sensors, and audio/visual alarms.

Staff recommends the Board award the service provider agreement for Fire Alarm Testing & Inspections for Southwest Florida International Airport to Commercial Fire & Communications, the lowest, most responsive responsible bidder for the annual estimated bid amount of \$26,558, plus additional services as allowed for an initial two year term with an optional two year renewal term.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

Attachments:

- (1) Bid Tabulation of RFB 20-39MLW
- (2) RFB 20-39MLW
- (3) Submittal Commercial Fire
- (4) Service Provider Agreement



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 590-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: 20-39MLW

Bid Title: FIRE ALARM TESTING & INSPECTIONS SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Opening Date: Thursday, June 04, 2020

Opening Time: 2:00 PM

Opened By: Melissa Wendel

Title: Procurement Manager

Verified By: Daniella Caputo, Carl Keene

Attended Opening: Daniella Caputo, Carl Keene

	FIRM	COST
1	CTC- Commercial Fire and Communications	26,558.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

**** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND BOARD APPROVAL AT A LATER DATE****



PURCHASING OFFICE
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

REQUEST FOR BIDS (RFB) 20-39MLW
for
FIRE ALARM TESTING & INSPECTIONS
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

DATED: May 4, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Megan L. Wilson, Procurement Agent
Telephone: (239) 590-4558
Email: mlwilson@flylcpa.com

PRE-BID MEETING

There is no Pre-Bid Meeting scheduled

INQUIRIES/CLARIFICATION REQUESTS DEADLINE

May 15, 2020, by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE

June 4, 2020, by 2:00 p.m. local time

USE THIS LINK TO VIEW THE OPENING OF BIDS:

Goggle Meet -Meeting ID
meet.google.com/teo-ytve-vbr

Phone Number:
[\(US\) +1 929-277-6086](tel:+1929-277-6086)
PIN: 892 236 011#

Part A - INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

The Lee County Port Authority (hereafter referred to as "Authority") is soliciting bids to perform fire alarm testing and inspection services for the Southwest Florida International Airport. Bids will be electronically unsealed and read publicly after the opening time and date published on the cover page of this Request for Bids. The Authority reserves the right to extend this date and time at the Authority's sole discretion when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to view the bid opening through electronic means by using the link provided on the cover page of this Request for Bids.

A.02 SUBMISSION OF ELECTRONIC BIDS

The Authority is accepting electronic bid submittals to IonWave at www.flylcpa.ionwave.net up until the date and time indicated on the cover sheet of this Request for Bids. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted.

Bids must be submitted prior to the deadline for submittal of bids, etc. Bidder is responsible for taking all necessary steps to ensure their bid is received by the due date and time. The Authority is not responsible for missing, lost or delayed bids.

All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES

Electronic submission of sealed bids to IonWave prior to the end time stated on the front cover of this solicitation is solely and strictly the responsibility of the Bidder. The Authority Purchasing Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of their bid prior to the bid opening time.

A.04 INQUIRIES/CLARIFICATION

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder shall examine all RFB documents and shall judge all matters relating their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB must be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. It shall be the responsibility of the bidder, prior to submitting its bid, to review all issued addenda or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into bidder's bid. All addenda shall become part of the bid documents.

A.06 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses Ionwave Technologies at www.ionwave.net to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Ionwave Support at 866-277-2645, or by registering at <https://www.ionwave.net> or by contacting the Purchasing Office.

A.07 PRE-BID MEETING

If indicated, a pre-bid meeting will be held at the location on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. Bidders' failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

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

A.08 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of

the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder must examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.09 COST OF PREPARATION

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

A.10 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for remote attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.11 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 Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder 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 procurement of materials and leases of equipment. The successful Bidder will not participate directly or indirectly in 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.

A.12 GENERAL CIVIL RIGHTS

The successful Bidder 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 benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.13 CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority's bid form that is altered, will be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.14 DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.15 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.16 PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority's receipt and review of an exemption claim, the Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from disclosure under the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.17 TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation

set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.18 EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein.

All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.19 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgement, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

A.20 AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Evidence that bidder has a financial interest in the company of a competing bidder.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

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

A.21 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder 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 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

A.22 NO LOBBYING:

All Bidders 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 are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.23 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

A.24 RIGHT TO PROTEST

Any Bidder affected adversely by an intended decision to award any bid shall file a written notice of intent to file a protest with the Purchasing Office not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.25 FINANCIAL RESPONSIBILITY

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

A.26 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.27 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.28 ESTIMATED QUANTITIES

If provided, estimated quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this Request for Bids is neither guaranteed nor implied. Payment to the successful bidder will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

A.29 NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.30 WITHDRAWAL OR REVISION OF BIDS

After bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:

- 1) The mistake is clearly evident; or
- 2) Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Procurement Manager.

A.31 UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid

requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.32 FRONT LOADING OF BID PRICING PROHIBITED

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.33 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.34 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serves the best interests of

the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

A.35 EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Service Provider Agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. **The successful Bidder will be required to execute the Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful Bidder to execute the Service Provider Agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Service Provider Agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded service provider agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the service provider agreement.

Until approval and final execution of the Service Provider Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

A.36 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall include purchase order number or contract number, as applicable and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A]

PART B SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the Request for Bids documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must be registered to do business in the State of Florida evidenced through documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

All responding bidders must be FASA licensed in the State of Florida and must have actively maintained that license for a minimum of two (2) years preceding the date set for the public opening. This documentation must be submitted with the bid.

B.02 BASIS OF AWARD

The award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the sum of the grand total of all bid line items. To be considered for award bidder is required to bid all bid line items.

The lowest, responsible bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

The Authority reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

Employees of the successful bidder or subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

B.04 BLANKET PURCHASE ORDER

Purchase orders will be issued pursuant to a blanket purchase order on an as needed, as funds permit, basis for the actual services that are required. Actual order(s) for materials and/or services listed on the bid form are either guaranteed or implied. The Authority may order some, none or all of the bid items depending on its needs, in the sole discretion of the Authority.

1. B.05 TERM

Any agreement awarded under this RFB will become effective on October 1, 2020. The term of the contract will be for **two (2) years** with an option reserved to the Authority to extend the term of the agreement for **one (1) additional two (2) year renewal period** by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

B.06 WARRANTY

The successful bidder must warrant that for a period of one year from the date of performance and final acceptance, all work, materials, and equipment furnished shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment and poor workmanship.

During the warranty period the Authority may issue written notice requiring the successful bidder to repair or replace any defective materials, equipment or workmanship at its cost. From the date of the written notice, successful bidder shall repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days. Alternatively, Authority may return the defective goods at successful bidder's expense, for a full refund. Exercise of either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B]



PART C - SCOPE OF WORK

C.01 INTRODUCTION

The Authority is seeking bids from qualified bidders (hereinafter referred to as “Contractor”, to provide inspection, testing, and repair service for fire alarm and detection equipment located on Southwest Florida International Airport property in accordance with the terms, conditions, and scope of work contained in this Request for Bids.

The Authority has fire alarm systems at several buildings located on airport property. These systems require continuous twenty-four hour monitoring, annual inspections, and maintenance service. The Contractor will supply all material, labor, parts, supervision, tools, and transportation necessary to perform the services in accordance with the scope of work set forth herein, at the accepted prices bid.

C.02 PERFORMANCE

It is the intent of the Authority to obtain the services specified herein from a Contractor that will give prompt and convenient service. The successful Contractor must be able to perform in accordance with this Scope of Work. The Authority reserves the right to obtain products or services from any other sources in the event the Contractor is unable to perform on a timely basis.

C.03 SERVICE LOCATIONS

The following locations require fire alarm testing and inspection services. The fire protection equipment corresponding with each location is identified below.

1. **Main Terminal And Rent-A-Car Buildings**

Address: 11000 Terminal Access Road, Fort Myers, FL 33913

Description of System: Edwards **Model Number:** EST-3

Alarm Initiating Devices

- 1 Main Station
- 0 ION Detectors
- 110 Photo Detectors
- 150 Duct Detectors
- 32 Heat Detectors
- 0 Water Flow Switch
- 0 Supervisory Switch
- 14 Other: Ansul Mon

Alarm Indicating Appliances

- 696 Strobes
- 0 Chimes
- 0 Chime w/Strobe
- 0 Horn
- 0 Horn w/Strobe
- 401 Other – Audio Visuals

2. **Chiller Building-**

Address: 11000 Terminal Access Road, Fort Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

- 4 Main Station
- 0 ION Detector's
- 1 Photo Detectors
- 1 Duct Detector's
- 0 Heat Detector's
- 1 Water Flow Switch

Alarm Indicating Appliances

- 0 Bells
- 0 Chime
- 0 Chime w/Strobe
- 0 Horn
- 9 Horn w/Strobe
- 0 Speaker



1 Supervisory Switch
 0 Other _____

0 Speaker w/Strobe
 2 Other: Strobes

3. **Fire House (ARFF)-**

Address: 17211 Perimeter Road, Ft Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

8 Main Station
 0 ION Detectors
 44 Photo Detectors
 3 Duct Detectors
 4 Heat Detectors
 1 Water Flow Switch
 2 Supervisory Switch
 2 Other: ANSUL

Alarm Indicating Appliance

28 Strobe
 0 Chime
 0 Chime w/Strobe
 0 Horn
 30 Horn w/Strobe
 0 Other _____

4. **Air Field Maintenance Building-**

Address: 11901 Regional Lane, Ft Myers, FL 33913

Description of System: Napco **Model Number:** MFA 6000

Alarm Initiating Devices

8 Main Station
 0 ION Detectors
 19 Photo Detectors
 4 Duct Detectors
 10 Heat Detectors
 0 Water Flow Switch
 0 Supervisory Switch
 0 Other: _____

Alarm Indicating Appliance

2 Strobe
 0 Chime
 0 Chime w/Strobe
 0 Horn
 7 Horn w/Strobe
 0 Other _____

5. **Vehicle Maintenance Building-** 15910 Air Cargo Lane, Ft. Myers, FL 33913

Address: 11000 Terminal Access Road, Fort Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

6 Main Station
 7 ION Detectors
 0 Photo Detectors
 6 Duct Detectors
 3 Heat Detectors
 3 Water Flow Switch
 6 Supervisory Switch
 0 Other: _____

Alarm Indicating Appliances

0 Bells
 0 Chime
 0 Chime w/Strobe
 0 Horn
 13 Horn w/Strobe
 0 Speaker
 0 Speaker w/Strobe
 7 Other: Strobes



6. Training Center-

Address: 15924 Air Cargo Lane, Ft. Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

- 7 Main Station
- 0 ION Detectors
- 20 Photo Detectors
- 2 Duct Detectors
- 11 Heat Detectors
- 0 Water Flow Switch
- 0 Supervisory Switch

Alarm Indicating Appliances

- 7 Strobes
- 0 Chime
- 0 Chime w/Strobe
- 0 Horn
- 11 Horn w/Strobe
- 0 Other: _____

7. Air Cargo Building-

Address: 11850 Regional Lane, Ft Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

- 1 Main Station
- 0 ION Detectors
- 0 Photo Detectors
- 0 Duct Detectors
- 1 Heat Detectors
- 1 Water Flow Switch
- 1 Supervisory Switch
- 0 Other: _____

Alarm Indicating Appliances

- 0 Strobe
- 0 Chime
- 0 Chime
- 0 Horn
- 1 Horn w/Strobe
- 0 Other _____

The Authority reserves the right to add or delete locations as necessary. If the Authority needs to add a location it will request the Contractor provide a quote for the test and inspection of the additional location for the remaining term of the agreement. The quoted price is subject to Authority acceptance and must be in line with the accepted bid pricing of locations that have similar fire systems.

During the term of any Agreement, the Authority reserves the right to add or delete Alarm Systems and Alarm locations. For any additions, the Authority will first request Contractor provide a quote for the added system or location. Quote pricing must be substantially similar to the pricing for comparable systems or locations. If the Authority accepts the quote, the Contractor will provide service to the added system or location for the remaining term of the Agreement.

C.04 ANNUAL TEST AND CERTIFICATION INSPECTION

The Contractor will conduct an annual test and certification inspection of the alarm systems at each of the listed locations throughout the Southwest Florida International Airport in accordance with the following requirements:

- The annual test will be a 100% functional test of all devices and must be performed in accordance with National Fire Protection Association standards.
- Annual inspections must be performed in accordance with all applicable National Fire Protection Association (NFPA) standards.

- Contractor must ensure all panels are tagged to comply with Fire Marshall Standards.
- Upon test completion, the Contractor must provide a certification on standard NFPA forms to document the results of each test and certify the state of the system. The certification must be filled out completely for every location.
- At the completion of each inspection, the Contractor must provide a written estimate detailing any items in need of replacement or repair and the itemized cost of labor and materials necessary to complete the replacement or repair. All replacement parts must be compatible to the alarm system as per the alarm system manufacture. All replacement parts are to be installed in accordance with manufacture specifications.
- An NFPA 72 compliant inspection report must be provided for each annual inspection conducted and any time an inspection is requested or required by the Authority in order to ensure proper operation of equipment.

It is the responsibility of the Contractor to examine all fire alarm equipment prior to submitting a bid. Contractor's failure to consider existing problems, safety considerations, or other conditions unique to each location will not be basis for additional compensation.

C.05 PARTS AND MATERIALS

The Contractor shall advise the Authority of all replacement parts and materials that are found to be needed as a result of Contractor's performance of the annual test and inspection. **No repair work or purchase of parts will be commenced without authorization of the Authority.**

- Replacement parts must be original factory parts meeting original manufacturer specifications.
- All parts and materials shall be new. The Contractor must provide all required parts and materials. For parts authorized by the Authority, reimbursement must be made to the Contractor for the cost of parts with no markup. A copy of the Contractor's invoice(s) from its supplier for the parts and materials must be submitted with the Contractor's invoice for payment.
- For components that may need replacement due to the negligence of the Authority's part or other unusual situations as determined by the Authority (not normal wear and tear), the Contractor may charge the Authority cost plus 10% markup. Contractor shall only supply materials that are authorized by the Authority. The Contractor will be responsible to bear the cost of any materials that are supplied without authorization from the Authority.
- The Authority reserves the option to purchase and furnish parts if the Authority determines that the prices submitted by the Contractor are not fair and reasonable.
- Contractor will maintain an in-house parts inventory for the equipment listed in this Request for Bids and equipment added during the term of the Agreement, if any.

C.06 MAINTENANCE AND SERVICE

- Contractor will provide all labor and parts required to ensure uninterrupted, continuous, and fully operational alarm systems at all locations listed throughout the term of the agreement. Authority will not pay additional for shop materials, tools, fuel, transportation, equipment and other incidentals required by the Contractor to fulfill the requirements of the agreement.
- Maintenance of the complete fire alarm systems includes, but is not limited to wire, wire connections, fuses, and other ancillary parts and components, as well all alarm panels, remote annunciate panels, tamper detector switches, flow detectors, smoke detectors/ceiling mounted-photoelectric, duct smoke detectors, pull stations, fire alarm speakers and strobes, heat detectors, carbon monoxide detectors, post indicator valves, and audio visual devices.
- The work consists of furnishing all material, labor, supervision, tools, parts, supplies and equipment necessary to provide full maintenance and service, including all inspections, adjustments, tests, parts or component replacement and repairs to keep the fire alarm systems in continuous use for their intended purpose.

C.07 WORKING HOURS & RESPONSE TIME

- Services will be performed between the hours of 8:00 P.M – 4:00 A.M. Monday through Friday.
- Travel time will not be paid. Time will start when the contractor arrives on site and when they leave. Time will be billed in thirty minute increments.
- Contractor shall coordinate a schedule with the Authority, subject to Authority approval, that indicates the exact time the inspection shall occur at each location. Inspections shall be performed in accordance with the approved schedule without delay and conducted continuously until completion. Schedules for repairs or replacements shall be performed as soon as they are approved by the Authority.
- Service response times during required normal work hours shall be as follows:
 - Call before 12 noon- same day service
 - Call after 12 noon – next day service
- Service vehicles should be fully stocked with basic materials and standard parts to reduce the response and service times by not returning to the shop.
- Contractor is required to be available to provide emergency service 24 hours a day, seven days a week. Emergency response is defined as arriving on site to perform work within one hour from the time Emergency services were requested by the Authority. The Contractor is required to provide the Authority with emergency contact information which will enable the Authority to reach a representative of the company who is able to dispatch service to the Authority and ensure services are provided within the hour. Payment for such emergency services shall be in accordance with the prices bid. For emergency services, hourly labor rates will be billed in hourly increments. Payment will be made for time spent on site working, not for travel time. Authorized FASA licensed personnel shall respond at the site as per the response time requirements shown above.

C.08 REGULATIONS

- Contractor must comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- Contractor must obtain, and keep current, all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein. Upon request of the Authority, Contractor must provide copies of its license(s) registrations and/or permits. Permits must be displayed on the jobsite during the performance of the work.
- Contractor must immediately report any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) on Authority property to the Authority. Contractor shall be responsible for all cleanup and any related costs incurred for such incidents.

C.09 CONTRACTOR'S PERSONNEL

- Contractor's personnel must be factory trained to work on the alarm system specified in this Request for Bids. Contractor is required to supply factory trained fire alarm personnel who are certified to work on alarm systems which include software and programming.
- Contractor should have back-up factory or regional technical support available to them if needed.
- Contractor's personnel must provide all services in a professional manner at all times.
- Contractor must provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. The supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Contractor. It will be the Contractor's responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them. In addition, the Contractor must have someone in attendance at all times who can communicate instructions to all of its employees.
- Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing based upon reasonable suspicion of drug use. Drug testing is at the Contractor's expense.
- Contractor must promptly remove any employee or employees that the Authority deems unsatisfactory and replace such personnel with employees satisfactory to the Authority. In no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- Contractor shall be responsible for ensuring that all articles found by its employees on Authority premises are promptly turned over to the Authority.



- A valid driver license is required of all personnel operating motor vehicles or motorized equipment on roadways in or around the airport property. Each of the Contractor's motor vehicles appearing on Authority premises must have the Contractor's business name and/or logo prominently displayed on the vehicle.
- Contractor's employees must wear neat and clean clothing and proper footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

[END OF PART C]

PART D

INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

All bidders should furnish proof of acceptable insurance. A copy of the bidder'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 bid.

No agreement will be made pursuant to this Request for Bids until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder 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 bidder. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

D.01 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.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$1 million per person and per accident for bodily injury, and \$100,000 per accident for property damage; OR combined single limits of at least \$1 million per accident.

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.

D.02 Additional Insured

The 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."

D.03 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.

D.04 Waiver of Subrogation

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

D.05 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 bidder shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the 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 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.

D.06 Policy on Request

In addition, when requested in writing by the Authority, the successful bidder will provide the Authority with a certified copy of all applicable insurance policies.

D.07 Change in coverage

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

D.08 Subcontractor's requirement

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

D.09 Sovereign Immunity

The successful bidder understands and agrees that by entering an agreement with bidder, 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.

D.10 Indemnification, General Liability & Patent or Copyright

The successful bidder 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.



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 D]



PART E – FORMS

Note: This form must be submitted with the bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions, scope of work, minimum requirements and insurance. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ____; dated _____. Addendum No. ____; dated _____.
 Addendum No. ____; dated _____. Addendum No. ____; dated _____.

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

_____ Signature of Notary	_____ Serial/Commission No.
------------------------------	--------------------------------

FORM 2: OFFICIAL BID FORM

RFB **20-39MLW**

BIDDER'S NAME: _____

ELECTRONIC BIDS ARE DUE ON: THURSDAY, JUNE 04, 2020 PRIOR TO 2:00 P.M. LOCAL TIME

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions, Minimum Requirements, Scope of Work, Insurance, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to provide:

**FIRE ALARM INSPECTION & TESTING AT THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded an agreement, to perform services in accordance with the following bid schedule:

Bid Item	Inspection & Testing Location	Price per Each	Unit of Measure	Estimated Annual Quantity	TOTAL
1.	Main Terminal & Rent-A-Car Buildings	\$	Per Service	1	
2.	Chiller Building	\$	Per Service	1	
3	Fire House (ARFF)	\$	Per Service	1	
4.	Air Field Maintenance Bldg.	\$	Per Service	1	
5.	Vehicle Maintenance Bldg.	\$	Per Service	1	
6.	Training Center	\$	Per Service	1	
7.	Air Cargo Building	\$	Per Service	1	
8.	Labor Rate, Service Calls – Routine Maintenance & Installation of replacement parts	\$	Per Hour	100	
9.	Labor Rate, Service Calls – Emergency Service Monday through Friday 5pm – 8am	\$	Per Hour	10	
10.	Labor Rate, Service Calls – Emergency Service All Other Hours including Holidays & Weekends	\$	Per Hour	10	

GRAND TOTAL ITEMS 1-10 \$ _____



FORM 3: LOBBYING AFFIDAVIT

_____, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: _____

Date: _____

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

**FORM 4: PUBLIC ENTITY CRIMES FORM****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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: _____

Note: This form must be submitted with the bidder's bid submittal



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

State of: _____

County of: _____

This foregoing instrument was acknowledged before me _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

 Signature of Notary

 Serial/Commission No.

Note: This form must be submitted with the bidder’s bid submittal



FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

in Lee County, Florida.

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

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

in Lee County, Florida.

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



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

[Remainder of page intentionally left blank]



NO BID SUBMISSION.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Cannot meet the scope of work or specifications

_____ Circle one - Scope of Services/Specifications are:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ IONWAVE
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____



Southwest Florida International Airport

Fire Alarm Testing and Inspections: (RFB) 20-39MLW

CFC is pleased to present you with the following proposal packet for the fire alarm system retrofit, yearly monitoring and service contract for Southwest Florida International Airport at 11000 Terminal Access Rd., Suite 8671, Fort Myers, Florida 33913.

Page 2: CFC Contact List
Page 3-10: Bid Documents/Forms
Page 11: Certificate of Insurance
Page 12: W-9
Page 13: Local Business Tax Receipt
Page 14: License Holder's EF License
Page 15: EST Partner Agreement
Page 16: EST Sole Source Letter
Page 17-25: FASA/BASA Certificates



CFC Contact List

Sales: Brian Fitzsimmons 239-887-3534 (Direct Office Line)
Brian.Fitzsimmons@cfcsystems.com

Service Manager: Robert Estep 239-896-6367 (Cell)
Roberte@cfcsystems.com

Branch Manager: Gregory Emerson 239-825-2546 (Cell)
Gregorye@cfcsystems.com

Project Manager: Luke Bousa 239-410-9700 (Cell)
lukeb@cfcsystems.com

For afterhours emergency service, please call our main office number at (239-887-3534) and you will be connected to the emergency on call technician directly. For any questions regarding service and/or billing, please call Robert Estep or Gregory Emerson at (239-887-3534).





PART E – FORMS

Note: This form must be submitted with the bidder's bid submittal

FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions, scope of work, minimum requirements and insurance. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ___; dated _____. Addendum No. ___; dated _____.
Addendum No. ___; dated _____. Addendum No. ___; dated _____.

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

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

Commercial Fire and Communications
NAME OF BUSINESS
AUTHORIZED SIGNATURE
Michael Mariani, President
NAME, TITLE, TYPED
59-2021844
FEDERAL IDENTIFICATION #
State of: Florida
County of: Pinellas

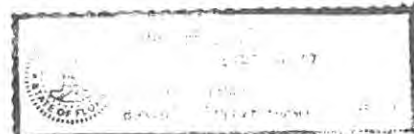
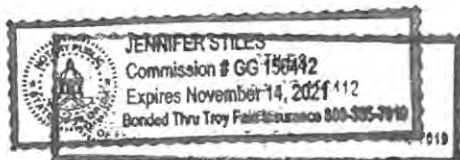
17251 Alico Center Rd., Ste. 3
MAILING ADDRESS
Fort Myers, FL 33967
CITY, STATE & ZIP CODE
239-887-3534/239-887-3542
TELEPHONE NUMBER / FAX NUMBER
Brian.Fitzsimmons@cfcscsystems.com
EMAIL ADDRESS

This foregoing instrument was acknowledged before me this 2nd day of June, 2020, by Michael Mariani, who is personally known to

me or produced _____ as identification.

Signature of Notary

GG156412
Serial/Commission No.



FORM 2: OFFICIAL BID FORM

RFB **20-39MLW**

BIDDER'S NAME: _____

Brian Fitzsimmons

ELECTRONIC BIDS ARE DUE ON: **THURSDAY, JUNE 04, 2020** PRIOR TO **2:00 P.M. LOCAL TIME**

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions, Minimum Requirements, Scope of Work, Insurance, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to provide:

**FIRE ALARM INSPECTION & TESTING AT THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded an agreement, to perform services in accordance with the following bid schedule:

Bid Item	Inspection & Testing Location	Price per Each	Unit of Measure	Estimated Annual Quantity	TOTAL
1.	Main Terminal & Rent-A-Car Buildings	\$ 13,500.00	Per Service	1	\$13,500.00
2.	Chiller Building	\$ 170.00	Per Service	1	170.00
3	Fire House (ARFF)	\$ 745.00	Per Service	1	745.00
4.	Air Field Maintenance Bldg.	\$ 475.00	Per Service	1	475.00
5.	Vehicle Maintenance Bldg.	\$ 425.00	Per Service	1	425.00
6.	Training Center	\$ 330.00	Per Service	1	330.00
7.	Air Cargo Building	\$ 113.00	Per Service	1	113.00
8.	Labor Rate, Service Calls – Routine Maintenance & Installation of replacement parts	80.00 \$	Per Hour	100	\$8,000.00
9.	Labor Rate, Service Calls – Emergency Service Monday through Friday 5pm – 8am	\$ 120.00	Per Hour	10	\$1,200.00
10.	Labor Rate, Service Calls – Emergency Service All Other Hours including Holidays & Weekends	160.00 \$	Per Hour	10	\$1,600.00

GRAND TOTAL ITEMS 1-10

\$ 26,558.00



FORM 3: LOBBYING AFFIDAVIT

Michael Mariani, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: *MM*

Date: 6/1/20

State of: Florida

County of: Pinellas

This foregoing instrument was acknowledged before me this 1st day of June, 2020 by Michael Mariani, who is personally known to

me or produced _____ as identification.

Signature of Notary *[Signature]*

Serial/Commission No. GG 156412

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS





FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: Brian Fitzsimmons

Note: This form must be submitted with the bidder's bid submittal

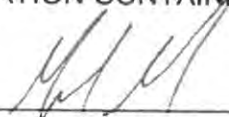


FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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.

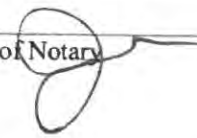
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



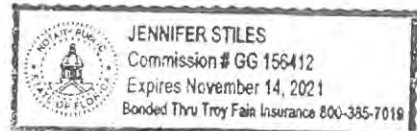
Authorized Signature

State of: Florida
County of: Pinellas

This foregoing instrument was acknowledged before me 1st day of June, 2020 by Michael Mariani, who is personally known to me or produced _____ as identification.

Signature of Notary  _____ Serial/Commission No. GG-156412

Note: This form must be submitted with the bidder's bid submittal





FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Commercial Fire and Communications
 17251 Alico Center Rd., Ste. 3
 Fort Myers, Fl 33967

in Lee County, Florida.

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

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

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

 in Lee County, Florida.

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



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Michael Mariani

Printed Name

President

Title

Signature

[Handwritten signature of Michael Mariani]

State of: Florida

County of: Dinella

This foregoing instrument was acknowledged before me this 24 day of June, 2020 by Michael Mariani, who is personally known to

me or produced _____ as identification.

Signature of Notary *[Handwritten signature]*

GG 156412
Serial/Commission No.

[Remainder of page intentionally left blank]





NO BID SUBMISSION.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Cannot meet the scope of work or specifications

_____ Circle one - Scope of Services/Specifications are:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ IONWAVE
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Company

Representative

_____ Telephone _____ Fax: _____

Email Address:

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2020

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 lieu of such endorsement(s).

PRODUCER Commercial Lines - (813) 639-3000 USI Insurance Services LLC 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 813-639-3000 FAX (A/C, No): E-MAIL ADDRESS: clw_certrequest@usi.com														
INSURED Commercial Fire & Communications Inc 16333 Bay Vista Drive Clearwater, FL 33760	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B: Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER C: FFVA Mutual Insurance Company</td> <td>10385</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Co.	10851	INSURER B: Old Dominion Insurance Company	40231	INSURER C: FFVA Mutual Insurance Company	10385	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 14996123

REVISION NUMBER: See below

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 INSD SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		51GL003429-191	10/31/2019	10/31/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000		B3P4549E	10/31/2019	10/31/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		51CC001055-191	10/31/2019	10/31/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		WC084-0033584-2020A	04/27/2020	04/27/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> PER STATUTE</td> <td style="text-align: center;"><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E. L. EACH ACCIDENT</td><td style="text-align: right;">\$ 500,000</td><td></td></tr> <tr><td>E. L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 500,000</td><td></td></tr> <tr><td>E. L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E. L. EACH ACCIDENT	\$ 500,000		E. L. DISEASE - EA EMPLOYEE	\$ 500,000		E. L. DISEASE - POLICY LIMIT	\$ 500,000			
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E. L. DISEASE - POLICY LIMIT	\$ 500,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

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.

CERTIFICATE HOLDER**CANCELLATION**

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

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COMMERCIAL FIRE & COMMUNICATIONS</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 16333 BAY VISTA DRIVE</p> <p>6 City, state, and ZIP code CLEARWATER, FL 33760</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;">5</td> <td style="width: 12.5%; border: 1px solid black;">9</td> <td style="width: 12.5%; border: 1px solid black;">-</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">0</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">1</td> <td style="width: 12.5%; border: 1px solid black;">8</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">4</td> </tr> </table>	5	9	-	2	0	2	1	8	4	4
5	9	-	2	0	2	1	8	4	4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/01/2020
------------------	----------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **1702360**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

✂

2019 - 2020 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1702360

Account Expires: September 30, 2020

State License Number: EF20001347

If state license has changed, contact our office at 239.533.6000

Location:

17251 ALICO CENTER RD 3
FORT MYERS FL 33912

COMMERCIAL FIRE & COMMUNICATIONS INC
LEDIET MARK R
17251 ALICO CENTER RD 3
FORT MYERS FL 33912

May engage in the business of:
ALARM SYSTEMS CONTRACTOR I INCLUDING FIRE
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:	
PAID 524765-658-1	07/22/2019 04:28 PM
\$50.00	



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR I HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEDIET, MARK R

COMMERCIAL FIRE & COMMUNICATIONS, INC.

16333 BAY VISTA DRIVE

CLEARWATER FL 33760

LICENSE NUMBER: EF20001347

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



WALTER KIDDE PORTABLE EQUIPMENT INC. CHANNEL PARTNER

Annex A
Appointment and Term of Agreement

Revised April 7, 2020 / adding Fort Myers office

Commercial Fire & Communications, Inc

Appointment:

16333 Bay Vista Dr, Clearwater, FL 33760 has been authorized as a Channel Partner approved to sell the following product lines as mentioned in 1. (a) Appointment of the Channel Partner Agreement.

Term of Agreement:

The term of the Channel Partner Agreement commences on 01/01/2020 ending on 12/31/2023

- Product Line: Edwards
Type of Appointment: Strategic Partner
Annual Purchase Goal for 2020 in accordance with 22(a) of the Agreement is: \$ 400,000
Sales Contact: Stephen Johnson
Primary Market Area: FL9, FL10, FL11, FL12

- Product Line: Kidde Engineered Systems
Type of Appointment: Dealer
Annual Purchase Goal for 2020 in accordance with 22(a) of the Agreement is: \$50,000
Sales Contact: Stephen Johnson
The Primary Market Area: United States

Appointment:

17251 Alico Center Rd, Ste 3, Fort Myers FL 33967 has been authorized as a Channel Partner approved to sell the following product lines as mentioned in 1. (a) Appointment of the Channel Partner Agreement.

Term of Agreement:

The term of the Channel Partner Agreement commences on 04/07/2020 ending on 12/31/2023

- Product Line: Edwards
Type of Appointment: Authorized Partner
Purchase Goal for 2020 in accordance with 22(a) of the Agreement is: \$ 112,500
Sales Contact: Stephen Johnson
Primary Market Area: FL8

DS MM

RIDER: No solicitation of or participation in projects and service with an existing Edwards/EST customer or specified as "Edwards/EST only" by other than Commercial Fire & Communications/Ft Myers, without prior written permission from the Edwards District Manager.

Primary Market Area Exclusions: No active solicitation, sales, service, testing or inspection of any existing Edwards system presently being serviced by an Edwards Partner in the Primary Market Area without first receiving written approval from the Edwards District and Regional sales managers. Such requests shall be made using the Edwards Out-of-Territory request form.

The above exclusion does not apply to; (1) to any general or open Requests for Proposals, Requests for Quotations, Requests for Bids, (2) to unsolicited direct inquiries or requests from an existing Edwards system customer, or (3) to an existing Edwards system end user customer not presently being serviced by an Edwards Partner; provided that in all cases listed above, the Edwards Partners receives prior written approval from Edwards District and Regional sales managers before proceeding, using the Edwards Out-of-Territory request form.

This restriction shall remain in effect through December 31, 2021 and renewable at the sole discretion of Edwards

CHANNEL PARTNER:

Approved By:
DocuSigned by:

Michael Marini
Signature:
BABA20D462DE402...

Title: President

Date: 4/7/2020

WALTER KIDDE PORTABLE EQUIPMENT INC.

Approved By:
DocuSigned by:

Kurt Bailey
Signature:
Kurt Bailey, V.P. North American Sales
FCFA34EF043B4D1...

Date: 4/8/2020

Wednesday, June 6th, 2020

Site: Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

RE: Service and Repair of the existing EST 3 Fire Alarm System at SWFL Airport

To whom it may concern,

The purpose of this letter is to confirm that Commercial Fire and Communications (CFC), is a factory authorized dealer of Edwards and the EST3 fire alarm system installed at your location. CFC has factory certified technicians that have the ability and access to the latest revision of the SDU programming software and Microcode/Firmware updates necessary for programming your multi-node EST3 system.

Our Senior Service Technician and Service Manager, Robert Estep, have been the sole authorized programmer at the location for the past 11 plus years.

Thank you for you interest in the products and services offered by Commercial Fire and Communications.

Sincerely,



Robert A. Estep
Service Manager
Commercial Fire and
Communications 17251 Alico
Center Rd.
Suite 3
Fort Myers, FL 33967



CFC FASA/BASA Certificates

Please see the following attached FASA/BASA Certificates for your reference.

Unfortunately, we had most of our technicians set up for a FASA/BASA refresher course, but that was cancelled due to the COVID-19 virus. We have since set up with an online program and all our technicians will have their cards renewed by the end of June 2020.

We have included our technicians expired certificates, as well as the two valid FASA/BASA cards in this packet. Also included is my EF license, which supersedes the need for a FASA/BASA. We would be happy to furnish our updated FASA/BASA cards as we receive them.





Educational Training, Inc.

CERTIFICATE OF COMPLETION

This is to certify that

Gregory Emerson

has completed the courses

Alarm Agent Continuing Education Course # BASAce 0007571
Alarm Agent Continuing Education (FASACE) Course # FASACE 0800147

6 Hours

A handwritten signature in black ink, appearing to read 'Sha Hingpor', is written over a horizontal line.

Instructor's Signature

Educational Training, Inc. ECLB # 0001151

4/16/18

Date

This certificate is for FASA / BASA Training completion. It is not a State License.



Educational Training, Inc.

CERTIFICATE OF COMPLETION

This is to certify that

Randy Lafehr

has completed the courses

Alarm Agent Continuing Education Course # **BASAce 0007571**
Alarm Agent Continuing Education (FASA CE) Course # **FASAce 0800147**

6 Hours

Sha Higgins

Instructor's Signature

Educational Training, Inc. ECLB # 0001151

Date

4/16/18

This certificate is for FASA / BASA Training completion. It is not a State License.



Educational Training, Inc.

CERTIFICATE OF COMPLETION

This is to certify that

Daniel Littrell

has completed the courses

Alarm Agent Continuing Education Course # BASAce 0007571
Alarm Agent Continuing Education (FASA CE) Course # FASAce 0800147

6 Hours

Shae Hingger

Instructor's Signature

Educational Training, Inc. ECLB # 0001151

4/16/18

Date

This certificate is for FASA / BASA Training completion. It is not a State License.



Educational Training, Inc.

CERTIFICATE OF COMPLETION

This is to certify that

Luke Bousa

has completed the courses

Alarm Agent Continuing Education Course # BASAce 0007571

Alarm Agent Continuing Education (FASA CE) Course # FASAce 0800147

6 Hours

Sha Higgins

Instructor's Signature

Educational Training, Inc. ECLB # 0001151

4/16/18

Date

This certificate is for FASA / BASA Training completion. It is not a State License.



Educational Training, Inc.

CERTIFICATE OF COMPLETION

This is to certify that

Robert Estep

has completed the courses

Alarm Agent Continuing Education Course # BASAce 0007571
Alarm Agent Continuing Education (FASAA CE) Course # FASAAce 0800147

6 Hours

Shaun Thompson

Instructor's Signature

Educational Training, Inc. ECLB # 0001151

4/16/18

Date

This certificate is for FASA / BASA Training completion. It is not a State License.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR I HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FITZSIMMONS, BRIAN J
LIFE SAFETY AND SECURITY CO.
627 SE 3RD STREET
CAPE CORAL FL 33990

LICENSE NUMBER: EF20000952

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Burglar Alarm System Agent (BASA)
Fire Alarm System Agent (FASA)**

The bearer of this card has met the training requirements pursuant to Chapter 489.5185, Florida Statutes.



Name: Kimberly Barber

Business: Commercial Fire & Communication

Address: 17251 Alico Center Rd. Ft Myers, Fl.

Signature:

Qualifier: Mark Lediet License # EF20001347

Signature:

Issued: 7-21-19

Expires: 7-21-21

**Burglar Alarm System Agent (BASAA)
Fire Alarm System Agent (FASA)**

The bearer of this card has met the training requirements pursuant to Chapter 489.5185, Florida Statutes.



Name: Martha Taylor-Estep

Business: Commercial Fire & Communication

Address: 17251 Alico Center Rd. Ft Myers, Fl.

Signature:

Qualifier: Mark Lediet License # EF20001347

Signature:

Issued: 7-21-19

Expires: 7-21-21

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
RFB 20-39MLW

FIRE ALARM TESTING & INSPECTIONS

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 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and COMMERCIAL FIRE AND COMMUNICATIONS, INC., a Florida corporation, ("PROVIDER"), at 17251 Alico Center Road, Ste. 3, Fort Myers, FL 33967, Federal Identification Number 59-2021844.

WITNESSETH

WHEREAS, the Authority desires to obtain fire alarm testing & inspections from Provider as described below for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the products and/or services required under this Agreement and has submitted an offer agreeing to provide the requested products or services, and states that it is qualified, willing and able to provide and perform all such services and provide any products 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 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 been selected to provide the products and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes 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 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 products and/or perform the services set out in Exhibit "A", entitled "Scope of Services", which is attached and made a part of this Agreement.

No services or product deliveries may commence until Authority issues a Notice to Proceed, unless otherwise set out in the Scope of Services.

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 the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide products or perform services under this Agreement.

4.0 TERM OF AGREEMENT

This Agreement will become effective on October 1, 2020 (the "Effective Date"). The term of the Agreement will be for two (2) years from the Effective Date, with an option reserved to the Authority to extend the term of the Agreement for one (1) additional two (2) year renewal period by notifying the Provider in writing at least thirty (30) days in advance of the expiration date of the initial term of its intent to exercise the option. Extension of the Agreement for the renewal periods will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

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 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all requested and authorized products provided or services completed in accordance with the 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 as described in this Section.

8.2 METHOD OF PAYMENT

- (a) LUMP SUM - 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 shall be entitled to submit no 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 products 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 products 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.

9.0 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.

10.0 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 products 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.

11.0 AUTHORITY'S REPRESENTATIVE

James Furiosi, Director of Maintenance, 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) **Airport Security Plans** - 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) **Building Plans** - 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 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 PROVIDER'S PUBLIC RECORDS OBLIGATIONS

Provider 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 Provider 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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/publicrecords>.

14.0 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 Eighty Dollars (\$80.00), or such fee as the Board of Port Commissioners shall adopt from time to time, 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.

15.0 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. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice 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, Provider 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. All insurance shall be from responsible companies duly authorized to do business, provide coverage, and honor claims in 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 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 Provider from potential insurer insolvency.

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, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

15.1. INSURANCE REQUIRED

Before starting and until acceptance of goods or services by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 15.2.1 through 15.2.4, 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 and shall contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

15.2. 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:

15.2.1. 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 of the work 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 including Products & Completed Operations	\$1,000,000
General Aggregate	\$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 services under this Agreement and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

15.2.2. Business Automobile Liability Insurance 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 per person and per accident for bodily injury	\$1,000,000; and
Property Damage Liability per accident	\$1,000,000
OR	
Combined Single Limits of at least \$1,000,000 per accident	

If Provider will perform any work Airside on the Airports, it will provide \$5,000,000 in Bodily Injury and Property Damage Liability combined single limit.

15.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance shall not be less than:

Worker's Compensation Employer's Liability	Florida Statutory Requirements
Bodily Injury Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

15.2.4. Environmental Liability and/or Contractor's Pollution Liability and/or Errors & Omissions Liability Insurance - Provider shall maintain pollution liability insurance as described, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, pollution legal liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under,

or emanating from the site of services:

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000 per 1 year policy period

15.2.5 Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a 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. 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. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration. Provider shall promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.

15.2.6. Failure to Maintain Insurance – If Provider does not maintain the insurance coverages required by this Agreement at any time, 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.

16.0 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.

17.0 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.

18.0 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.

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 products 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.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents

delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 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.

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 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.

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 DBE POLICY. 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 PROMPT PAYMENT REQUIREMENTS. 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.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements 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 CLAUSE

Prior to January 1, 2021, Provider agrees that it will register and use 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 registration within thirty (30) days of the date of this Agreement.

If this Agreement is entered on or after January 1, 2021, Provider certifies by signing below that it is registered with and using the E-Verify Program and is eligible to enter this Agreement.

Once registered, 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 or supplies under this Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies 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 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.

31.0 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.

32.0 NOTICES AND ADDRESS

32.1 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

COMMERCIAL FIRE AND COMMUNICATIONS, INC.
17251 Alico Center Road, Ste. 3
Fort Myers, FL 33967
Attention: Michael Mariani, President

32.2 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.

33.0 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.

34.0 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 Provider 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.

35.0 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.

36.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than 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.

37.0 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.

38.0 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: 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 Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

Witness

Witness

SEAL

COMMERCIAL FIRE AND
COMMUNICATIONS, INC.,
Provider



Authorized Signature for Provider

By: Michael Mariani
Printed Name

President
Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider will be required to provide inspection, testing, and repair service for fire alarm and detection equipment located on Southwest Florida International Airport property in accordance with the terms, conditions, and scope of work contained in the Request for Bids and this Scope of Services. Provider must supply all material, labor, parts, supervision, tools, and transportation necessary to perform the services in accordance with this Scope of Services.

Provider must provide prompt and convenient service in accordance with this Scope of Services. The Authority reserves the right to obtain products or services from other sources in the event the Provider is unable to perform on a timely basis.

The following locations require fire alarm testing and inspection services. The fire protection equipment corresponding with each location is identified below.

1. Main Terminal And Rent-A-Car Buildings

Address: 11000 Terminal Access Road, Fort Myers, FL 33913

Description of System: Edwards **Model Number:** EST-3

Alarm Initiating Devices

1 Main Station
0 ION Detectors
110 Photo Detectors
150 Duct Detectors
32 Heat Detectors
0 Water Flow Switch
0 Supervisory Switch
14 Other: Ansul Mon

Alarm Indicating Appliances

696 Strobes
0 Chimes
0 Chime w/Strobe
0 Horn
0 Horn w/Strobe
401 Other – Audio Visuals

2. Chiller Building

Address: 11000 Terminal Access Road, Fort Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

4 Main Station
0 ION Detector's
1 Photo Detectors
1 Duct Detector's
0 Heat Detector's
1 Water Flow Switch
1 Supervisory Switch
0 Other _____

Alarm Indicating Appliances

0 Bells
0 Chime
0 Chime w/Strobe
0 Horn
9 Horn w/Strobe
0 Speaker
0 Speaker w/Strobe
2 Other: Strobes

3. Fire House (ARFF)

Address: 17211 Perimeter Road, Ft Myers, FL 33913

Description of System: EST

Model Number: 3

Alarm Initiating Devices

8 Main Station
0 ION Detector's
44 Photo Detectors
3 Duct Detectors

Alarm Indicating Appliance

28 Strobe
0 Chime
0 Chime w/Strobe
0 Horn

4	Heat Detectors	30	Horn w/Strobe
1	Water Flow Switch	0	Other _____
2	Supervisory Switch		
2	Other: <u>ANSUL</u>		

4. Air Field Maintenance Building

Address: 11901 Regional Lane, Ft Myers, FL 33913

Description of System: Napco **Model Number:** MFA 6000

Alarm Initiating Devices

8	Main Station
0	ION Detectors
19	Photo Detectors
4	Duct Detectors
10	Heat Detectors
0	Water Flow Switch
0	Supervisory Switch
0	Other: _____

Alarm Indicating Appliance

2	Strobe
0	Chime
0	Chime w/Strobe
0	Horn
7	Horn w/Strobe
0	Other _____

5. Vehicle Maintenance Building- 15910 Air Cargo Lane, Ft. Myers, FL 33913

Address: 11000 Terminal Access Road, Fort Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

6	Main Station
7	ION Detectors
0	Photo Detectors
6	Duct Detectors
3	Heat Detectors
3	Water Flow Switch
6	Supervisory Switch
0	Other: _____

Alarm Indicating Appliances

0	Bells
0	Chime
0	Chime w/Strobe
0	Horn
13	Horn w/Strobe
0	Speaker
0	Speaker w/Strobe
7	Other: <u>Strobes</u>

6. Training Center

Address: 15924 Air Cargo Lane, Ft. Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

7	Main Station
0	ION Detectors
20	Photo Detectors
2	Duct Detectors
11	Heat Detectors
0	Water Flow Switch

Alarm Indicating Appliances

7	Strobes
0	Chime
0	Chime w/Strobe
0	Horn
11	Horn w/Strobe
0	Other: _____

0 Supervisory Switch

7. Air Cargo Building

Address: 11850 Regional Lane, Ft Myers, FL 33913

Description of System: EST **Model Number:** 3

Alarm Initiating Devices

1	Main Station
0	ION Detectors
0	Photo Detectors

Alarm Indicating Appliances

0	Strobe
0	Chime
0	Chime

0	Duct Detectors	0	Horn
1	Heat Detectors	1	Horn w/Strobe
1	Water Flow Switch	0	Other _____
1	Supervisory Switch		
0	Other: _____		

Authority reserves the right to add or delete Alarm Systems and Alarm locations during the term of this Agreement. For any additions, the Authority will first request Provider provide a quote for the added system or location. Quote pricing must be substantially similar to the pricing for comparable systems or locations. If the Authority accepts the quote, the Provider will provide service to the added system or location for the remaining term of the Agreement.

ANNUAL TEST AND CERTIFICATION INSPECTION

Provider must conduct an annual test and certification inspection of the alarm systems at each of the listed locations that meets the following requirements:

- The annual test will be a 100% functional test of all devices and must be performed in accordance with National Fire Protection Association standards.
- Annual inspections must be performed in accordance with all applicable National Fire Protection Association (NFPA) standards.
- Provider must ensure all panels are tagged to comply with Fire Marshall Standards.
- Upon test completion, the Provider must provide a certification on standard NFPA forms to document the results of each test and certify the state of the system. The certification must be filled out completely for every location.
- At the completion of each inspection, the Provider must provide a written estimate detailing any items in need of replacement or repair and the itemized cost of labor and materials necessary to complete the replacement or repair. All replacement parts must be compatible with the alarm system as per the alarm system manufacture. All replacement parts are to be installed in accordance with manufacture specifications.
- An NFPA 72 compliant inspection report must be provided for each annual inspection conducted and any time an inspection is requested or required by the Authority in order to ensure proper operation of equipment.

PARTS AND MATERIALS

The Provider shall advise the Authority of all replacement parts and materials that are found to be needed as a result of Provider's performance of the annual test and inspection. **No repair work or purchase of parts will be commenced without authorization of the Authority.**

- Replacement parts must be original factory parts meeting original manufacturer specifications.
- All parts and materials shall be new. The Provider must provide all required parts and materials. For parts authorized by the Authority, reimbursement will be made to the Provider for the cost of parts with no markup. A copy of the Provider's invoice(s) from its supplier for the parts and materials must be submitted with the Provider's invoice for payment.

- For components that may need replacement due to negligence on the Authority's part or other unusual situations as determined by the Authority (not normal wear and tear), the Provider may charge the Authority cost plus 10% markup. Provider shall only supply materials that are authorized by the Authority. The Provider will bear the cost of any materials that are supplied without authorization from the Authority.
- The Authority reserves the option to purchase directly and furnish parts if the Authority determines that the prices submitted by the Provider are not fair and reasonable.
- Provider will maintain an in-house parts inventory for the equipment listed in the Request for Bids and equipment added during the term of the Agreement.

MAINTENANCE AND SERVICE

- Provider must provide all labor and parts required to ensure uninterrupted, continuous, and fully operational alarm systems at all locations listed. Authority will not pay additional for shop materials, tools, fuel, transportation, equipment and other incidentals required by the Provider to fulfill the requirements of the agreement.
- Maintenance of the complete fire alarm systems includes, but is not limited to wire, wire connections, fuses, and other ancillary parts and components, as well all alarm panels, remote annunciate panels, tamper detector switches, flow detectors, smoke detectors/ceiling mounted-photoelectric, duct smoke detectors, pull stations, fire alarm speakers and strobes, heat detectors, carbon monoxide detectors, post indicator valves, and audio visual devices.
- The work consists of furnishing all material, labor, supervision, tools, parts, supplies and equipment necessary to provide full maintenance and service, including all inspections, adjustments, tests, parts or component replacement and repairs to keep the fire alarm systems in continuous use for their intended purpose.

WORKING HOURS & RESPONSE TIME

- Services will be performed between the hours of 8:00 P.M – 4:00 A.M. Monday through Friday.
- Authority will not pay for travel time. Time will start when the Provider arrives on site and ends when they leave. Time will be billed in thirty minute increments.
- Provider shall coordinate a schedule with the Authority, subject to Authority approval, that indicates the exact time the inspection shall occur at each location. Inspections shall be performed in accordance with the approved schedule without delay and conducted continuously until completion. Schedules for repairs or replacements shall be performed as soon as they are approved by the Authority.
- Service response times during required normal work hours shall be as follows:
 - Call before 12 noon- same day service
 - Call after 12 noon – next day service
- Service vehicles should be fully stocked with basic materials and standard parts to reduce the response and service times by not returning to the shop.
- Provider must be required to be available to provide emergency service 24 hours a day, seven days a week. Emergency response is defined as arriving on site to perform work within one hour from the time Emergency services were requested by the Authority.

The Provider is required to provide the Authority with emergency contact information which will enable the Authority to reach a representative of the company who is able to dispatch service to the Authority and ensure services are provided within the hour. Payment for such emergency services shall be in accordance with the prices bid. For emergency services, hourly labor rates will be billed in hourly increments. Payment will be made for time spent on site working, not for travel time. Authorized FASA licensed personnel shall respond at the site as per the response time requirements shown above.

REGULATIONS

- Provider must comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- Provider must obtain, and keep current, all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein. Upon request of the Authority, Provider must provide copies of its license(s) registrations and/or permits. Permits must be displayed on the jobsite during the performance of the work.
- Provider must immediately report any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) on Authority property to the Authority. Provider must be responsible for all cleanup and any related costs incurred for such incidents.

PROVIDER'S PERSONNEL

- Provider's personnel must be factory trained to work on the alarm system specified in the Request for Bids. Provider is required to supply factory trained fire alarm personnel who are certified to work on alarm systems which include software and programming.
- Provider should have back-up factory or regional technical support available to them if needed.
- Provider's personnel must provide all services in a professional manner at all times.
- Provider must provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. The supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all of its employees.
- Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Drug testing is at the Provider's expense.
- Provider must promptly remove any employee or employees that the Authority deems unsatisfactory and replace such personnel with employees satisfactory to the Authority. In no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

- Provider shall be responsible for ensuring that all articles found by its employees on Authority premises are promptly turned over to the Authority.
- A valid driver license is required of all personnel operating motor vehicles or motorized equipment on roadways in or around the airport property. Each of the Provider's motor vehicles appearing on Authority premises must have the Provider's business name and/or logo prominently displayed on the vehicle.
- Provider's employees must wear neat and clean clothing and proper footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

EXHIBIT "B"

COMPENSATION SCHEDULE

Bid Item	Inspection & Testing Location	Price per Each	Unit of Measure	Estimated Annual Quantity	TOTAL
1.	Main Terminal & Rent-A-Car Buildings	\$13,500.00	Per Service	1	\$13,500.00
2.	Chiller Building	\$170.00	Per Service	1	\$170.00
3.	Fire House (ARFF)	\$745.00	Per Service	1	\$745.00
4.	Air Field Maintenance Bldg.	\$475.00	Per Service	1	\$475.00
5.	Vehicle Maintenance Bldg.	\$425.00	Per Service	1	\$425.00
6.	Training Center	\$330.00	Per Service	1	\$330.00
7.	Air Cargo Building	\$113.00	Per Service	1	\$113.00
8.	Labor Rate, Service Calls – Routine Maintenance & Installation of replacement parts	\$80.00	Per Hour	100	\$80.00
9.	Labor Rate, Service Calls – Emergency Service Monday through Friday 5pm – 8am	\$120.00	Per Hour	10	\$120.00
10.	Labor Rate, Service Calls – Emergency Service All Other Hours including Holidays & Weekends	\$160.00	Per Hour	10	\$160.00

GRAND TOTAL ITEMS 1-10

\$26,558.00

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).

PRODUCER: USI Insurance Services, LLC, 2502 N Rocky Point Dr Ste 400, Tampa, FL 33607-1421, 813 321-7500. CONTACT NAME: Certificate Department, PHONE: 813 321-7500, FAX: 855-299-7117, E-MAIL ADDRESS: clw_certrequest@usi.com. INSURER(S) AFFORDING COVERAGE: Everest Indemnity Insurance Company (NAIC # 10851), FFVA Mutual Insurance Co (10385), Old Dominion Insurance Co (40231).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFB 20-39MLW Fire Alarm Testing and Inspections. Professional Liability is included in the General Liability policy for professional services provided in connection with work performed in the construction, installation, repair or maintenance of a sprinkler, fire suppression or alarm system. The Lee County Port Authority, its officers, officials and employees, are additional insured with respect to liability arising out of the work or operations performed by or on (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access R
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

[Signature]

DESCRIPTIONS (Continued from Page 1)

behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations. The Lee County Port Authority, its officers, officials and employees, are additional insured where required by written contract, as it relates to General Liability, Auto Liability and Excess Liability in accordance with the terms and conditions of the policy. Coverage applies on a Primary and Non Contributory Basis as it relates to General Liability, Auto Liability and Excess Liability in accordance with the terms and conditions of the policies. Waiver of Subrogation applies to General Liability, Auto Liability, Excess Liability and Workers Compensation where required by written contract, in accordance with the terms and conditions of the policies. The Excess policy follows form.

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 approve a Second Amendment and Extension to the Service Provider Agreement for Interior Plant Installation, Leasing, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited.
2. **FUNDING SOURCE:** Account WJ5422941200.503490.
3. **TERM:** October 1, 2020 until December 31, 2020.
4. **WHAT ACTION ACCOMPLISHES:** Extends Contract #6819 with Greenery Unlimited for an additional ninety (90) days.

5. **CATEGORY:** 13.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. **BACKGROUND:**

On June 24, 2014, the Board approved a contract with Plant Partners, Inc., d/b/a Greenery Unlimited for interior plant leasing, installation and maintenance services at both Southwest Florida International Airport and Page Field. Greenery Unlimited was deemed the lowest, most responsive, responsible bidder in response to RFB 14-04. The agreement's initial term was for three (3) years and contained an option to renew the agreement for three (3) additional years subject to Authority approval. On October 10, 2017, the Board approved the First Amendment and subsequent three (3) year extension, making for a contract end date of September 30, 2020.

As staff was preparing to develop the bid specifications and the schedule for a new interior plant installation, leasing and maintenance service provider agreement, the impacts from COVID-19 began taking its toll on the process. While the RFB process had been initiated prior to the pandemic, the requirement to maintain social distancing standards, coupled with the widespread application of unique workplace protective measures made it challenging to effectively solicit, receive, and review bids for this type of service.

Therefore, staff recommends the Board award a second amendment and 90 day extension to the current contract with Greenery Unlimited to allow for them to provide continued leasing and maintenance services of interior plants and planters at the contractual monthly rate of \$5,134.60, plus additional services, as authorized until a new contract is in effect. (Note: A competitive solicitation process is underway and a new interior plant contract is scheduled to be awarded by the Board on Nov. 5, 2020)

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

Attachments:

1. Second Amendment and Extension to Service Provider Agreement

Contract Number 6819
Vendor Number 419163

**SECOND AMENDMENT AND EXTENSION TO
SERVICE PROVIDER AGREEMENT
INTERIOR PLANT INSTALLATION, LEASING AND MAINTENANCE SERVICES
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFB #14-04**

THIS SECOND AMENDMENT AND EXTENSION 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"), located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **PLANT PARTNERS, INC., DOING BUSINESS AS GREENERY UNLIMITED**, a Florida corporation, ("Provider"), at 2052 60th Place East, Bradenton, Florida 34203, Federal Identification Number 65-0845606, to amend the Interior Plant Installation, Leasing and Maintenance Services Service Provider Agreement between the Parties for Southwest Florida International Airport and Page Field Airport dated June 24, 2014, Lee County Contract Number 6819 and amended on October 10, 2017, (collectively the "Agreement").

WITNESSETH

WHEREAS, the Parties entered into the Agreement to provide interior plant installation, leasing and maintenance services for Southwest Florida International Airport and Page Field Airport ("Airport" or "Airports") in Fort Myers, Florida; and,

WHEREAS, the Agreement provided for an initial three-year term, commencing on October 1, 2014, followed by an option to extend the term for an additional three years on the same terms and conditions; and,

WHEREAS, following the initial term, the Authority exercised the option to amend and extend the term of the Agreement for an additional three (3) year term; and,

WHEREAS, the advent of the COVID-19 pandemic has resulted in an unexpected but urgent need to meet safety requirements of the CDC and state health organizations that make it difficult to solicit, receive and review bids for interior plant services at this time; and,

WHEREAS, over both the initial and extended term of the Agreement the Board of Port Commissioners reviewed the quality of Provider's services and the investment Provider made in staffing and training to provide those services, and now determines that it is in the best interest of the public to extend the term of the Agreement for a period up to ninety-days as recommended by Port Authority staff until the Authority is able to solicit competitive bids for the services; and,

WHEREAS, the Parties desire to extend the term of the Agreement as recited below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Authority hereby elects to extend the term of the Agreement for an additional ninety-days and the Parties agree to amend the correspondingly numbered Section 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. **5.0 - Term of Agreement** is amended to add the following paragraph:

Subject to earlier termination as provided for in the Agreement, the term of the Agreement is extended for up to ninety (90) additional days, commencing on October 1, 2020.

3. **Remaining Terms**

The remaining provisions of the Agreement remain in full force and effect as if set forth in this Amendment Agreement in full.

IN WITNESS WHEREOF, Authority and Provider have executed these presents

this _____ day of _____, 2020.

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:

PLANT PARTNERS, INC., D/B/A
GREENERY UNLIMITED, INC.,
PROVIDER

Lisa Nelson
Witness
Mark Jones
Witness

Charlene J. Lenger
Authorized Signature for Provider

By: Charlene J. Lenger
Printed Name

President
Title

SEAL



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the First Amendment to 2019-2022 Collective Bargaining Agreement between Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc., amending Article 17-Pay Plan and Article 21-Uniforms and Equipment.
2. **FUNDING SOURCE:** N/A.
3. **TERM:** One year.
4. **WHAT ACTION ACCOMPLISHES:** Approval of the First Amendment to the 2019-2022 Collective Bargaining Agreement between Lee County Port Authority and Local 1826, I.A.F.F., Inc. amending Article 17 – Pay Plan and Article 21 – Uniforms and Equipment.

5. **CATEGORY:** 14.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

In March of 1992, the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc., was certified by Florida's Public Employee Relations Commission as the collective bargaining unit for the Lee County Port Authority's Aircraft Rescue Fire Fighters, Engineers and ARFF Technicians.

In the current 2019-2022 Collective Bargaining Agreement which was ratified by the Board on September 5, 2019, Article -42 "Term of Agreement," stipulates that Article 17-Pay Plan will be reopened for negotiation during the first and second year of the three-year contract term. In addition to Article 17, each side has the option to present one additional article for negotiation.

Article 17-Pay Plan is negotiated in conjunction with the Port Authority's annual budget process. On February 26, 2020, Port Authority staff and members of the I.A.F.F., Inc., Local 1826, began negotiations. In addition to Article 17, the Port Authority opened Article 21-Uniforms and Equipment and the Union opened Article 23-Incentive Pay. After conducting four (4) bargaining sessions, a tentative agreement was reached on June 17, 2020.

As amended, Article 17-Pay Plan does not allow for a salary adjustment for union members hired prior to Oct. 1, 2020, unless non- union members within the LCPA receive a wage increase, bonus, or as stated in Article-17 "profit sharing" during fiscal year 20-21.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (6-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

As amended, Article 21-Uniforms and Equipment allows for an adjustment to the quantity of several uniform items to better meet the current needs and specifically calls out the type and classification of rain suits required for all of its members represented by this contract. In addition, the times that uniforms are ordered during the year was reduced from three (3) to two (2). These minor changes resulted in a neutral cost impact to this article.

During negotiations Article 23-Incentive Pay was discussed. The union proposed adding an additional incentive. At the conclusion of negotiations, both parties agreed to postpone adding any additional hourly incentives and leave the article as written.

Both parties agreed to abide by the current agreement until the First Amendment to the Collective Bargaining Agreement Article 17-Pay Plan and Article 21-Uniforms & Equipment are fully ratified.

On August 1, 2020 and August 4, 2020 all collective bargaining members voted to ratify the First Amendment as proposed by the Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc. Procedurally, the First Amendment is now presented to the Board for final acceptance and execution.

Attachment:

1. First Amendment to the Collective Bargaining Agreement between the Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics Local 1826, International Association of Fire Fighters, Inc., Article 17 – Pay Plan, and Article 21 – Uniforms and Equipment.

**FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE LEE COUNTY PORT AUTHORITY
AND SOUTHWEST FLORIDA PROFESSIONAL FIRE FIGHTERS & PARAMEDICS
LOCAL 1826, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC.**

2019-2022

WHEREAS, on September 5, 2019, the Lee County Port Authority Board of Port Commissioners (Authority) and the Southwest Florida Association of Professional Fire Fighters and Paramedics, Local 1826, International Association of Fire Fighters, Inc. (Union) entered the current Collective Bargaining Agreement for 2019-2022; and

WHEREAS, Article 42 of the Collective Bargaining Agreement provides that Article 17, Pay Plan, shall be open for negotiation in February of 2020 and February of 2021; and

WHEREAS, Authority and Union met and negotiated a mutually satisfactory amendment to Articles 17 and 21 of the Collective Bargaining Agreement covering the time period between October 1, 2020, and extending through October 1, 2021.

NOW THEREFORE BE IT RESOLVED THAT Article 17, Pay Plan, and Article 21, Uniforms and Equipment, of the Collective Bargaining Agreement between Authority and Union, is hereby amended as follows:

SECTION ONE:

The amendment set forth in the following Article 17, is hereby adopted, with strike-through type being the language deleted and underlined text being language added:

ARTICLE 17. PAY PLAN AUTHORITY

Section 17.01

The Authority shall maintain the pay plan.

Section 17.02

Employees start at the minimum rate of pay for their assigned classification. Firefighter Trainees will start at \$2,000 less than the first year in position Firefighter. At the discretion of the Fire Chief, a new employee could start as Firefighter Trainee, Engineer Trainee, or ARFF Technician Trainee based on past experience. The Engineer Trainee will start at \$3,000 less than the first year in position Engineer. The ARFF Technician Trainee will start at \$4,000 less than the first year in position ARFF Technician.

Section 17.03

Promotions - When an employee is promoted to a new classification his/her rate of pay shall be advanced to the minimum pay of the new classification. Employees promoted will be placed on Promotional Probation for six months from the effective date of the promotion. The effective date shall be the beginning of the next full pay period with a minimum of 5-business days notice.

Section 17.04

Base Pay Range

Firefighter	Minimum \$44,534.89	Maximum \$55,318.56
Engineer	Minimum \$55,863.33	Maximum \$66,111.46
ARFF Technician	Minimum \$66,719.19	Maximum \$94,378.25

~~Employees covered by this Agreement that were employed prior to October 1, 2019, shall receive an adjustment to their salary of 4.2% , which shall be effective on the first pay period in October 2019.~~

Employees covered by this Agreement that were employed prior to October 1, 2020 shall receive any wage increases, bonuses or profit-sharing that may be implemented for all other employees within the Lee County Port Authority from October 1, 2020, through September 30, 2021.

When an employee's base pay reaches the maximum rate for their classification, the employee will receive a lump sum payment equal to the difference earned from this Article. Example: Current base salary + adjustment = Adjusted salary – Maximum pay = Lump sum payment to be received on the first pay period in October 2019 after the implementation of any increases covered by this Article.

SECTION TWO:

ARTICLE 21. UNIFORMS AND EQUIPMENT

The amendment set forth in the following Article 21 is hereby adopted, with strike-through type being the language deleted and underlined text being language added:

Section 21.01

The AUTHORITY shall furnish, within 30 days of employment all new full time employees with a uniform as set forth below. The AUTHORITY will not be held responsible for manufacturer's / vendor delays over 30 days.

Four (4) Pair Uniform Pants, Normal or EMT style
Three (3) Uniform Shorts
 Four (4) Uniform Shirts
 One (1) Dress Uniform Pants
 One (1) Dress Uniform Shirt (Long sleeve/Blue)
 One (1) Dress Uniform Shirt (Short sleeve/Blue) One (1) Dress Uniform Tie
 One (1) Winter Jacket
 One (1) Badge
 One (1) Name Tag
 One (1) Serving Since lower tag
One Two-(2) (1) Jumpsuits
 Two (2) Ball caps
Six Four-(4) (6) Tee shirts
 Three (3) Gym shorts
 One (1) Fleece
 One (1) Boonie hat

The uniform items listed in this section shall not be supplied with the employee's name on the clothing. Uniform shirts (excluding dress shirts), jackets, jumpsuits, and fleece will have "AIRPORT FIRE RESCUE- Lee County Port Authority-ARFF" on the back as approved by the DVP and Fire Chief or designee. The department logo shall be placed on the left breast area on uniform shirts (excluding dress shirts, jumpsuits), jacket, and jumpsuits, fleece, and tee-shirts.

Section 21.02

The employees in the bargaining unit shall maintain uniforms listed in 21.01 through replacement by the AUTHORITY allotting up to the replacement cost of (3) uniform pants, uniform shirts, jumpsuit, ~~T-tee-shirts~~, gym shorts, and ball caps per fiscal year. The purchase of additional uniform items, required in the Uniform General Order, is acceptable when utilizing the allotment through the uniform vendors. Replacement items can only be ordered during the months of October, January, and June ~~April~~. Orders shall be submitted by the Port Authority to the uniform vendor within 10 business days of the end of each ordering month. The Fire Chief may authorize additional months based on special circumstances. Any change of style, color and inscription shall be decided by the DVP and Fire Chief or designee. If the vendor changes styles and/or material for our existing uniforms, the DVP and Fire Chief or designee shall meet and discuss the possibility of changing vendors. Replacement pants and shirts include dress uniforms. The employee is responsible for ensuring proper size is ordered and received.

Section 21.03

The employee is responsible for wearing these uniforms and reporting to work with them clean and neat in appearance. The wearing of the Jumpsuit in lieu of the uniform will be allowed for activities or times designated by the AUTHORITY.

Section 21.04

All items provided by the AUTHORITY, remain the property of the AUTHORITY and are to be used in accordance with the department work rules. Upon separation of employment, all uniform items, received in the previous twelve (12) months, that have not been discarded, due to wear or job related damage must be returned (or paid for) by the employee before their final paycheck will be issued.

Section 21.05

Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Section 21.06

Employees are not permitted to wear jewelry which may become tangled during the course of his/her duties. Hoop earrings shall not be permitted while wearing the department uniforms. All jewelry must be able to be removed timely during an emergency response.

Section 21.07

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee's face/eyes. Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the General Order and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

Section 21.08

The AUTHORITY shall provide all necessary protective equipment to include the following:

- One (1) Full set of Bunker Gear
- One (1) Head Sock
- One (1) Pair structural gloves
- One (1) ~~Pair crash structural fire fighting gloves~~
- One (1) Structural helmet
- One (1) Set of forestry brush fire fighting pants/coat
- One (1) SCBA mask with bag and eyeglass insert, if needed
- One (1) ANSI Class 3 Rain suit

Section 21.09

All protective equipment, listed in this article, excluding SCBA mask, shall comply with the current or one previous NFPA protective equipment standard at the time of issue, but in no instance be older than 10-years from date of manufacture and, the current or two (2) previous standards.

Section 21.10

The AUTHORITY shall also provide either to the individual employee or make available to each on duty employee the following equipment:

- One (1) Flashlight
- One (1) Pocket Mask or similar safety device

Section 21.11

Personal protective equipment will be replaced as soon as possible with cost incurred by the AUTHORITY, unless the employee is found to be negligent in caring for the property of the AUTHORITY.

Section 21.12

All the equipment in this section will be issued within 45-days of the employee's start date with the AUTHORITY. The AUTHORITY will not be held responsible for manufacturer's delays over the 45 days. The employee may begin shift work but prior to being counted towards shift manning and being used in an IDLH environment, the employee shall have the required personal protective equipment based on their shift assignment.

Section 21.13

The ARFF Financial Officer will track the allotment amount spent by each employee based on actual cost charged by the vendor. The electronic document shall be available for viewing by Union employees.

The allotment is not an open amount that the employee is expected to spend each fiscal year. An employee shall not order more than one (1) style of footwear, one (1) jacket, or one (1) fleece, as required in the Uniform General Order, within a fiscal year. Additionally, no more than ~~five (5)~~ Eight (8) of any one uniform item can be placed during an ordering period.

Employees hired between October 1 and March 31 shall receive fifty percent (50%) of the allotment. Employees hired between April 1 and September 30 shall only receive the uniforms listed for new employees.

Section 21.14

Employees shall be allowed to wear extrication style gloves as covered in G.O. 202A.

SECTION THREE:

Except as herein amended, the 2019-2022 Collective Bargaining Agreement between the Lee County Board of Port Commissioners and Southwest Florida Professional Fire Fighters and Paramedics, Local 1826 International Association of Fire Fighters, Inc., shall remain in full force and effect.

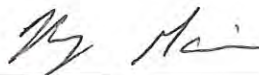
IN WITNESS WHEREOF, the parties have set their signatures this 5 day of AUGUST, 2020.

FOR THE AUTHORITY:

FOR THE UNION:



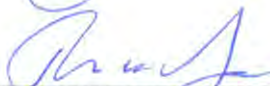
Benjamin Siegel, Acting Executive Director



Henry Garcia
Local 1826 Vice President



Gary Duncan, Deputy Executive Director



Tracy Young, Fire Chief

Ratified by the Lee County Board of Port Commissioners this _____ day of _____, 2020.

ATTEST: LINDA DOGGETT
CLERK OF COURT

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: _____
Port Authority Attorney's Office

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board concur with the ASMC ranking of proposals for RFP 20-45MMW, Janitorial Services for the Southwest Florida International Airport and authorize staff to begin contract negotiations with the top ranked firm.</p> <p>2. FUNDING SOURCE: Account WJ5422941200.503410</p> <p>3. TERM: Five (5) years with two (2), two-year renewal options.</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides janitorial services for the Southwest Florida International Airport.</p> | <p>5. CATEGORY: 15.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|---|--|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p> |
|---|---|

10. BACKGROUND:

On May 14, 2020, the Authority advertised Request for Proposals (RFP) 20-45MMW, Janitorial Services Southwest for the Florida International Airport. The advertisement appeared on lonwave.com, and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A mandatory pre-submittal meeting was held on May 26, 2020, at the Lee County Port Authority Airport Training & Conference Center and included a tour of the facilities in order to more specifically discuss the services related to this RFP and to answer any questions from potential proposers. Twelve (12) proposals were received on June 16, 2020, from the following companies (listed in alphabetical order):

1. Bristol Facilities Company
2. Flagship Aviation Services
3. General Building Maintenance
4. Jani-King
5. JCM Commercial Business
6. LGC Global Energy
7. Service Management Systems
8. SP+ Corporation & Diverse Facility Solutions Joint Venture
9. Sunshine Cleaning Systems
10. UBM Enterprise, Inc.
11. UG2, LLC
12. United Maintenance Co., Inc.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

Background (continued)

A publicly noticed Staff Evaluation Committee meeting was held on June 30, 2020, to review each proposal, solicit staff comments, and to prepare recommendations for consideration by the Airports Special Management Committee (ASMC). On July 14, 2020, the Staff Evaluation Committee reconvened at a publicly noticed meeting to discuss additional information requested by the Port Authority and received from one of the twelve firms who previously submitted a proposal.

To assist the ASMC in the evaluation and ranking of firms, staff prepared summaries of each response to the RFP of those firms deemed responsive. Staff's review was done in accordance with the LCPA Purchasing Manual. Proposals from two firms, Bristol Facilities Company and Jani-King, were deemed non-responsive for failure to meet minimum qualifications and therefore not considered.

The Staff Evaluation Committee determined that the ten remaining firms met or exceeded the minimum qualifications required per section C.02, Section 1 – Minimum Qualifications. All ten firms had a company representative attend the mandatory pre-submittal meeting and site tour. All firms provide commercial janitorial services with at least seventy-five (75) full-time employees, seven days a week in either a medium or large hub airport, or at a public facility with a minimum of 700,000 sq. ft. of indoor climate controlled space. Finally, all ten firms presented a history of providing janitorial services for three consecutive years within the past ten as required per the advertised RFP. As a result, the Staff Evaluation Committee ranked the proposals as follows:

1. Flagship Aviation Services
2. Sunshine Cleaning Systems
3. Service Management Systems
4. SP+ Corp. & Diverse Facility Solutions Joint Venture
5. UBM Enterprise
6. JCM Commercial Business
7. General Building Maintenance
8. UG2, LLC
9. LGC Global Energy
10. United Maintenance Co., Inc.

At the July 21, 2020 ASMC Meeting, the Committee selected a short list of firms based on the submitted RFPs. ASMC randomly selected the short-listed firms presentation order and requested oral presentations be given by the following firms during the August 18, 2020 ASMC meeting.

1. Sunshine Cleaning Systems
2. Service Management Systems
3. Flagship Aviation Services
4. SP+ Corporation & Diverse Facility Solutions Joint Venture

On August 18, 2020, the ASMC heard oral presentations by all four of the short-listed firms. All four firms presented virtually via Google Meets. After hearing the presentations, followed by a question and answer period with each firm, the ASMC ranked the short-listed firms in the following order:

1. SP+ Corporation & Diverse Facility Solutions, Joint Venture
2. Flagship Aviation Services
3. Sunshine Cleaning Systems
4. Service Management Systems

Therefore, staff requests the Board concur with the ASMC's ranking, and authorize staff to begin contract negotiations with the top ranked firm.

Attachments:

1. ASMC Ranking & Tally Sheets
2. RFP 20-45MMW
3. Addendum 1
4. Staff Summaries
5. Cost Proposal Summary

RFP 20-45MMW JANITORIAL SERVICES
ASMC RANKING
 AUGUST 18, 2020

	SUNSHINE CLEANING SYSTEMS	SERVICE MANAGEMENT SYSTEMS	FLAGSHIP AVIATION SERVICES	SP+ CORPORATION & DIVERSE FACILITY SOLUTIONS JOINT VENTURE	ASMC MEMBER
1.	2	3	1	4	NOEL ADDRESS
2.	4	3	2	1	R. SCOTT CAMERON
3.	2	4	3	1	DANA W. CARR
4.	_____	_____	_____	_____	JOHN GOODRICH
5.	2	3	4	1	RANDY KRISE
6.	3	4	2	1	FRAN MYERS
7.	2	3	1	4	ROBBIE ROEPSTORFF
	<u>15</u> total	<u>20</u> total	<u>13</u> total	<u>12</u> total	

RANKING: Lowest Score = Highest Ranking

- 1 = First Place
- 2 = Second Place
- 3 = Third Place
- 4 = Fourth Place

- 1. SP+
- 2. FLAGSHIP
- 3. SUNSHINE
- 4. SMS

Initialed: DA
 Initialed: _____
 Vote: _____ of _____


RFP 20-45MMW JANITORIAL SERVICES
ASMC RANKING
 AUGUST 18, 2020

	SUNSHINE CLEANING SYSTEMS	SERVICE MANAGEMENT SYSTEMS	FLAGSHIP AVIATION SERVICES	SP+ CORPORATION & DIVERSE FACILITY SOLUTIONS JOINT VENTURE	ASMC MEMBER
1.	2	3	1	4	NOEL ANDRESS
2.	4	3	2	1	R. SCOTT CAMERON
3.	2	4	3	1	DANA W. CARR
4.	_____				JOHN GOODRICH
5.	2	3	4	1	RANDY KRISE
6.	3	4	2	1	FRAN MYERS
7.	2	3	1	4	ROBBIE ROEPSTORFF
	15	20	13	12	
	<u>total</u>	<u>total</u>	<u>total</u>	<u>total</u>	

RANKING: Lowest Score = Highest Ranking

- 1 = First Place
- 2 = Second Place
- 3 = Third Place
- 4 = Fourth Place

- 1. SPT
- 2. FLAGSHIP
- 3. SUNSHINE
- 4. SERVICE MANAGEMENT

Initialed: 
 Initialed: _____
 Vote: _____ of _____



ASMC RANKING
AUGUST 18, 2020

RFP 20-45MMW JANITORIAL SERVICES

	<u>RANKING</u>
SUNSHINE CLEANING SYSTEMS	2
SERVICE MANAGEMENT SYSTEMS	3
FLAGSHIP AVIATION SERVICES	1
SP+ CORPORATION & DIVERSE FACILITY SOLUTIONS JOINT VENTURE	4

- 1 = First Place
- 2 = Second Place
- 3 = Third Place
- 4 = Fourth Place

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEMBER



**ASMC RANKING
AUGUST 18, 2020**

RFP 20-45MMW JANITORIAL SERVICES

	<u>RANKING</u>
SUNSHINE CLEANING SYSTEMS	<u>4</u>
SERVICE MANAGEMENT SYSTEMS	<u>3</u>
FLAGSHIP AVIATION SERVICES	<u>2</u>
SP+ CORPORATION & DIVERSE FACILITY SOLUTIONS JOINT VENTURE	<u>1</u>

- 1 = First Place**
- 2 = Second Place**
- 3 = Third Place**
- 4 = Fourth Place**

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEMBER



ASMC RANKING
AUGUST 18, 2020

RFP 20-45MMW JANITORIAL SERVICES

	<u>RANKING</u>
SUNSHINE CLEANING SYSTEMS	2
SERVICE MANAGEMENT SYSTEMS	4
FLAGSHIP AVIATION SERVICES	3
SP+ CORPORATION & DIVERSE FACILITY SOLUTIONS JOINT VENTURE	1

- 1 = First Place
- 2 = Second Place
- 3 = Third Place
- 4 = Fourth Place

DANA CARR DC

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEMBER



**ASMC RANKING
AUGUST 18, 2020**

RFP 20-45MMW JANITORIAL SERVICES

	<u>RANKING</u>
SUNSHINE CLEANING SYSTEMS	2
SERVICE MANAGEMENT SYSTEMS	3
FLAGSHIP AVIATION SERVICES	4
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- 1 = First Place
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AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEMBER



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AUGUST 18, 2020**

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- 3 = Third Place
- 4 = Fourth Place

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEMBER



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

**REQUEST FOR PROPOSALS (RFP) 20-45MMW
FOR
JANITORIAL SERVICES
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

Released: May 14, 2020

DESIGNATED PURCHASING OFFICE CONTACT
Melissa M. Wendel, CPPO, Procurement Manager
Telephone (239) 590-4557 * Email: mmwendel@flylcpa.com

MANDATORY PRE-SUBMITTAL MEETING & SITE TOUR
10:00 a.m., Tuesday, May 26, 2020
Lee County Port Authority Training & Conference Center
15924 Air Cargo Lane, Ft. Myers, FL 33913

A site tour will occur immediately following the pre-submittal meeting
Remote attendance is not available for the pre-submittal meeting or the site tour
Participation is limited to 2 representatives per proposer

INQUIRIES/CLARIFICATION REQUEST DEADLINE
5:00 p.m., Wednesday, June 1, 2020

PROPOSALS DUE
2:00 p.m., Monday, June 15, 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). Solicitation documents are available electronically at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.

The following key dates have been established for the pre-submittal meeting with site tour, sealed proposal opening, and the deadline for submitting any questions or 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 and will be held at the Lee County Port Authority Training & Conference Center, 15924 Air Cargo Lane, Fort Myers, FL 33913. A site tour will be conducted immediately following the pre-submittal meeting.

THIS PRE-SUBMITTAL MEETING AND THE SITE TOUR ARE MANDATORY. Attendance is required. Proposals submitted by firms not attending the mandatory pre-submittal meeting and the site tour will not be considered. Participation in the mandatory site tour will be limited to two representatives per Proposer.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and the tour is to view the areas to be serviced and the areas which house janitorial supplies and equipment. At the pre-submittal meeting the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the Request for Proposals is issued by the Purchasing Office.

PUBLIC RECEIVING AND OPENING OF PROPOSALS

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. Proposals will be publically opened on the 3rd floor Administration Offices in the Airport Terminal building. Proposers, their authorized agents and other interested persons are invited to attend. Alternatively, the opening of proposals may be accessed remotely through the following link:

**Remote Proposal Opening ID/Phone: Meeting ID meet.google.com/zuf-azqo-jzz
Phone Number (US) [+1 617-675-4444](tel:+16176754444) PIN: [616 711 586 4910#](tel:6167115864910)**

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 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

The Authority invites the submission of proposals from interested corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services described in this Request for Proposals. Proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Part A. The Authority intends to select a proposer who will provide cost efficient services and meet or exceed the current high standard of cleanliness and high level of customer satisfaction.

A.01 PUBLIC OPENING OF SEALED PROPOSALS

Sealed proposals will be publicly 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 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.

A.02 AMERICANS WITH DISABILITIES ACT NOTICE

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.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**
- **Six (6) identical hard copies -- clearly identifying the responding firm and each marked 'Copy', and**
- **One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. Do not 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 20-45MMW: JANITORIAL SERVICES FOR 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.

Sealed proposals received after the stated time and date for the remote opening will not be considered. It is the sole responsibility of the proposer to submit their proposal to the Authority prior to the stated time and date for submission of proposals.

A.04 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Ionwave, to distribute solicitation documents including addenda and award results. Interested parties may receive this information free of charge by registering at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the designated Purchasing Office representative indicated on the cover page.

It is the responsibility of the Proposer, prior to submitting a proposal, to contact the Purchasing Office to determine if addenda to this RFP have been issued and, if issued, acknowledging and incorporating same into their proposal.

A.05 QUESTION AND CLARIFICATION PERIOD

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

Each proposer must examine all Request for Proposals 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 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. 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 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. 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. It is the responsibility of the proposer, prior to submitting its proposal, to review all issued addenda 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, will 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 will 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 eighty (180) days from the date of the public proposal 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

Negligence on the part of any 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 may 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 will contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents or employees except for the designated 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.

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. In order to maintain grant eligibility for work performed in accordance with any resulting agreement, and to obtain future state and/or federal funds, a local preference does not apply to this competitive solicitation.

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 Statutes.

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

A.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 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 must 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 must destroy any duplicate records that are exempt from public disclosure requirements. If the successful proposer keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

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 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 must 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 must 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, will 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 will 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 must 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 will be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The proposer will 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 will 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 will 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 is 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 must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records will 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 will be maintained for five years after the expiration or termination of the agreement and will 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 PORT AUTHORITY INFORMATION

The Lee County Port Authority operates Southwest Florida International Airport (RSW), an award-winning medium-hub commercial service airport located in Fort Myers, Florida. RSW served more than 10.2 million passengers in 2019 and has an annual economic impact of more than 8.4 billion. It is one of the top 50 airports in the United States for passenger traffic with fourteen airlines providing nonstop service throughout the United States, as well as 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.

The airport terminal building is nearly 800,000 square feet with three concourses served by a dual roadway system and a three story parking garage. There is also an adjacent rental car facility with 10 rental car companies.

Data regarding monthly total passenger traffic from 2009 to 2019 is included as Exhibit A, attached.

Additional information about RSW is available online at www.flylcpa.com.

B.02 SERVICE PROVIDER AGREEMENT

The successful proposer will be required to execute a Service Provider Agreement to furnish and perform the services as described herein, subject to the successful negotiation of terms by the parties. Regardless of such negotiations, the terms of the negotiated Service Provider Agreement will not materially alter key terms and provisions of this RFP, as may be amended by any addendum issued to this RFP. The Authority intends to enter into an agreement that is substantially similar to the draft Service Provider Agreement attached herein as an exhibit. The Authority reserves the right to revise the draft agreement as it deems appropriate to reflect this Request for Proposals, as well as any addenda issued, the selected proposer's proposal, and associated contract terms and conditions which may be negotiated and agreed to by the parties.

B.03 TERM OF SERVICE PROVIDER AGREEMENT

The Authority intends to enter into a Service Provider Agreement with the successful proposer to provide janitorial services for a period of five (5) years. The Authority may reserve the option to extend the term of the agreement for two (2) additional twenty-four month terms, under such terms as the Authority may dictate and the successful proposer may accept. If the Authority exercises both options the total term of the agreement will be nine (9) years. However, the Authority reserves the right to negotiate the duration of the term of the agreement and any successive extension options.

B.04 INTRODUCTION TO THE SCOPE OF SERVICES

The Authority is very proud of the first class airport with attractive terminal facilities it operates in Southwest Florida. The Authority desires to partner with a qualified and experienced proposer to ensure proper and satisfactory janitorial maintenance of Authority buildings which in turn affords the traveling public a pleasant experience and

a favorable impression of the Southwest Florida International Airport and the Fort Myers, Florida area.

The Authority invites proposals from qualified and experienced proposers with demonstrated expertise and success in providing janitorial services at facilities that are similar in size, scope and use. Proposals must detail a performance based cleaning service plan to provide complete janitorial services that are cost efficient and meet or exceed the cleanliness standards set forth herein.

The successful proposer will be required to comply with all federal, state and local laws, executive orders, rules and regulations applicable to the provision of janitorial services and must keep all licenses required to perform the Services active throughout the duration of any contract resulting from this RFP.

The Authority reserves the right to inspect Provider's books and records during normal business hours that pertain to the costs incurred in the performance of the Services under the service provider agreement.

B.05 PERFORMANCE BASED CLEANING

The services to be provided by the successful proposer, hereinafter referred to as "Provider" will be considered completely performance based. The requirements set forth in this RFP are considered the minimum requirements which must be consistently met in order to provide janitorial services to the satisfaction of the Authority.

Janitorial services must be performed in strict accordance with the scope of services and must meet or exceed the minimum cleaning standards described in Exhibit B, Minimum Cleaning Standards, with minimal monitoring by the Authority, regardless of the number of personnel or hours needed for the Provider to ensure sanitary and polished results at all times. The Authority expects the Provider to make adjustments to the Cleaning Schedule as both the Authority and Provider deem necessary to meet the minimum cleaning standards, at no additional cost to Authority.

Provider will furnish all labor, cleaning agents, materials, supplies, equipment, tools, transportation, uniforms and any other items or services necessary to coordinate, supervise, administer and perform janitorial services 24 hours per day, 365 days per year.

Quality performance must be consistently delivered throughout the term of the Contract.

Exhibits F, G1, G2, G3 and G4 set forth the methods, techniques, supplies, procedures, and cleaning frequencies currently being used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated in Exhibit B, Minimum Cleaning Standards. The Authority understands that cleaning methodologies may vary. Proposers must specify in their proposal any alternative methods, techniques, supplies, procedures and /or frequencies they would employ to meet or exceed the Minimum Cleaning Standards set forth in Exhibit B.

From time to time the Authority may conduct random janitorial cleaning effectiveness assessments that include soliciting feedback from occupants of Authority facilities and the general public regarding the consistent cleanliness of the areas the Provider is

responsible to maintain. The Authority may make assessments using surveys and a complaint system. The results of any assessment performed by the Authority will be reviewed with the Provider. The Provider is required to address each issue identified in the assessment and immediately perform necessary corrective action(s) which may include one or more of the following tasks: modifying the Cleaning Plan, Cleaning Schedule, Cleaning Agents, materials, supplies, equipment, and/or conducting personnel training. All findings must be corrected in a timely manner.

B.06 DEFINITIONS

Airport: The Southwest Florida International Airport, airport code RSW, located in Fort Myers, FL.

Airport Terminal: The main terminal building consisting of three levels to which three concourses are attached and directly across the roadway is the three-story parking garage and rental car facility.

Airport Terminal Facilities: Area encompassing the Airport Terminal, the Concourses, and all Outbuildings.

Authority: The Lee County Port Authority, a dependent special district of the State of Florida.

Authority Business Days and Hours: Monday through Friday, 8:30 a.m. to 5:00 p.m., Eastern Standard Time with the exception of Authority holidays.

Clean: Free from dirt, marks, odors, stains or sediment.

Cleanable Square Footage: Areas within the Airport Terminal and outbuilding facilities that are assigned by Authority for cleaning by Provider as detailed in Exhibit E1, Cleanable Square Footage.

Cleaning Agents: Includes all chemical materials such as liquids, powders, sprays, pastes or granules used to clean the Facilities.

Cleaning Plan: An annual plan that details all Routine Cleaning and Project Cleaning that includes, at a minimum, specific tasks, frequencies, Cleanable Square Footage, staffing, shift breakout, peak period plan, Cleaning Agents, materials, equipment and supplies required to achieve complete Airport Terminal Facilities cleaning.

Cleaning Schedule: A detailed monthly schedule to accomplish all tasks identified in the Cleaning Plan and also includes a plan for peak periods.

Computerized Maintenance Management System (CMMS): The Authority's work order system that the Provider will use to enter all work orders for maintenance or repair of items that are broken, defective, or in need of replacement.

Concourses: The area consisting of two levels, connected to the Main Terminal through which passenger aircraft are loaded or unloaded. The Airport has three (3) Concourses, designated B, C, and D. In addition, level one of each Concourse contains tenant operational offices as well as Authority office and work spaces.

Contract: The service provider agreement, including all exhibits, schedules,

subsequent amendments and attachments thereto, executed by and between the Authority and the Provider.

Contract Compliance Administrator: The Authority's representative responsible to ensure Provider's compliance with the terms of the Contract.

Contract Management: The Authority department responsible for the administration of the Contract.

Contract Senior Manager: Authority's senior-level manager responsible for all matters regarding the Contract.

Corporate Representative: The individual located at the Provider's corporate headquarters who is responsible for monitoring the Contract and coordinating support at the corporate level to ensure compliance with the terms and conditions of the Contract.

Emergency Calls: Calls received by the Provider for the purpose of reporting issues that affect, or may affect a person's life, health and/or safety, and which require immediate response by the Provider.

Extra Work: Cleaning tasks not considered Routine Cleaning and Project Cleaning.

FIDS: Flight Information Displays providing daily flight arrival and departure information including times, gates and baggage belt locations.

Janitorial Services (Services): The Services to be performed by the Provider at the Airport pursuant to the Contract.

Main Terminal: The three-level terminal building at the Airport that contains: Level 1- baggage claim, Airport Police Department, and Federal Inspection Services, Level 2- airline ticket counters and concessionaires, and Level 3-Authority administrative offices.

Outbuildings: Buildings on Airport property requiring Services, including but not limited to the airport support facility; Airport Rescue and Firefighting Station; airfield and grounds shop; maintenance field shop; parking garage; rental car facility; Training and Conference Center; vehicle maintenance facility; warehouse, commercial & ground transportation building, and the chiller building.

Pay Application: A written request submitted on a monthly basis by the Provider to request compensation for services rendered.

Personnel: Individuals who are directly employed or contracted by Provider to perform the Services at the Airport pursuant to the Contract.

Project Work: Deep cleaning tasks that may interfere with daily operations if attempted on Authority Business Days, as further described in Exhibit G2, Procedures for Project Work.

Provider: The successful proposer that enters into a Contract with the Authority to provide Services pursuant to this Request for Proposals.

Routine Cleaning: Tasks performed on a regular basis to maintain the acceptable appearance of the Airport Terminal, as further described in Exhibit G1, Standard Procedures for Routine Cleaning.

RSW: Southwest Florida International Airport.

Parking Garage: The second and third levels across from the Main Terminal that are used for public parking.

Site Manager: The individual designated by the Provider to exclusively manage and oversee the performance of all Services at the Airport.

Task Authorization: A form used to order Extra Work that defines the work being requested and the cost associated with completing the Extra Work. A Task Authorization requires approval by the Authority before any Extra Work may commence.

TSA: The U.S. Department of Homeland Security Transportation Security Administration, or any successor thereto.

Work Order: A documented request that is issued by the Authority to the Provider for cleaning that is included in Routine Cleaning or Project Cleaning, or is Extra Work, but has not been previously scheduled.

B.07 SERVICE LOCATIONS

The following list identifies the facilities and areas that require routine Janitorial Services:

- public areas of the terminal building
- Authority controlled offices and service areas
- all passenger boarding bridges
- Authority controlled areas for the common use of all airlines
- TSA screening checkpoints
- rental car building and adjacent exterior walkways
- parking garage entryways, elevator landings, and primary stairwells
- designated terminal front sidewalks, pedestrian bridges, and walkways
- designated area of the Air Operations Area (AOA) 10' out from perimeter sidewalks
- trash corral
- vehicle maintenance facility
- training and conference center
- airport maintenance field shop
- airfield and grounds shop
- Airport Rescue and Firefighting station #92
- commercial & ground transportation building
- chiller building

Work areas with square footage measurements are depicted in Exhibit E1 – E18, Cleanable Square Footage, Various Floor Surfaces, and Facilities Maps.

The Authority is in the planning phase of a terminal expansion project at RSW which will result in major renovations to the central terminal infrastructure and the TSA

security screening checkpoints. While a plan and timeline for the project is being developed now, it is subject to fluctuation. The Authority may add this service location to the Contract through a contract amendment provided the Authority and the Provider can agree on the pricing, terms and conditions related to the performance of the additional Services. The Authority reserves the right to have services performed by a third party or through a separate agreement with Provider.

The Authority reserves the right to add or delete service locations, buildings and/or to increase or decrease square footage of areas to the Cleanable Square Footage and modify Routine Cleaning or Project Cleaning requirements resulting from changes in passenger count, passenger services and/or other incidences that, in Authority's opinion, require modification to this Article. The Authority further reserves the right to change cleaning days and times, and to change the type of services required at any location or in any areas at any time during the term of the Contract. Payment will be adjusted in accordance with the contracted unit pricing.

Neither the Provider nor any of its employees may perform any Janitorial Services at the Airport for a terminal area tenant, unless in an exceptional instance and approved in advance and in writing by the Authority. Unless specifically set forth herein, areas under exclusive lease to airport tenants; such as airlines, rental car agencies, concessionaires, Transportation Security Administration, and the Visitor Convention Bureau, are excluded from the Routine Work Areas, unless an exception is made expressly by the Authority for a specific task or project.

B.08 CONVENIENCES

The Authority will provide storage areas, janitorial closets, office space and space for personnel breaks within the Airport. The storage areas will be sufficient to store a one month supply of expendable items such as paper towels and toilet tissue, cleaning supplies and equipment. All assigned areas must be kept clean and orderly by Provider.

The Authority will be responsible for providing internet connection, office phone lines, electricity and water generally available as necessary to perform the Services, at no cost to Provider.

The Authority will provide designated parking for the Provider's Personnel at no cost to the Provider. Parking is only for employees directly and actively engaged in performing work under the Contract. Transportation between designated parking areas and the terminal may involve shuttle services furnished by the Authority.

B.09 CONTRACT COMPLIANCE ADMINISTRATOR

The Authority will designate a Contract Compliance Administrator responsible for performing the following:

- Facility inspections to include: random, unscheduled and full inspections as well as inspections made in response to customer complaints. The Authority may adopt a change to inspection methods at any time and increase or decrease the degree of inspections based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Provider's quality control program.

- The day-to-day communication with Provider's team.
- Working with the Provider to plan Routine Cleaning work schedules and Project Work in such a way that it achieves maximum coverage and is uniformly distributed throughout the year. The Provider must be able to clean without undue hindrance to the public during periods of increased operational demand. Seasonality as well as constantly changing flight times must be a considered by the Provider when scheduling Personnel. Daily flights can be viewed on FIDS located throughout the airport.
- Monitoring, interpreting and overseeing Provider's work with regard to, but not limited to, quality of work performed, the manner of performance, rate of progress of the work, acceptability of Cleaning Agents, materials, supplies and equipment, compliance with minimum cleaning standards and Authority satisfaction with performance levels.
- Authorizing minor changes or alterations in the work not involving extra costs and not inconsistent with the overall intent of the Contract.
- Reporting any issue that cannot be resolved with Provider to the Contract Senior Manager for final determination.

B.10 PROVIDER'S REPRESENTATIVES

A. Corporate Representative. Provider will designate a Corporate Representative to be responsible for monitoring performance of the Services and coordinating support at the corporate level to ensure full contract compliance at all times.

Provider must not remove or replace the Corporate Representative without approval of Authority. The Corporate Representative must respond to any concerns from Authority with respect to performance of the Janitorial Services and any terms and conditions of the Contract. The Corporate Representative must be available by phone during normal business hours and will respond to the site as needed to discuss and determine the appropriate action needed to address the Authority's concerns.

B. Site Manager. Provider must designate a Site Manager to oversee and manage the routine and regular provision of Janitorial Services. Provider must not remove the Site Manager from overseeing and managing the Janitorial Services without informing the Authority of the change, unless the removal is due to incapacity, voluntary termination, or termination for cause and such advance notice is not possible or at the request of the Authority. Any proposed replacement should have equal or greater qualifications and experience than the Site Manager being replaced.

The Authority reserves the right to require the immediate termination of any Personnel as determined by the Authority, including the immediate termination/replacement of the Site Manager. Provider will appoint an Authority approved interim Site Manager until a permanent replacement is identified by Provider.

B.11 PERSONNEL

Provider must ensure all Personnel, including subcontractors adhere to the following

requirements:

- Abide by all state and federal regulations pertaining to the wages and hours of its employees, to include, but not be limited to, the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- Abide by Lee County Ordinance 94-09, as amended, the Airport Rules & Regulations Ordinance.
- Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act and require employees to be drug tested upon reasonable suspicion of drug use.
- Ensure its officers, Personnel, guests, subcontractors, and those doing business with Provider comply with the rules and regulations of Authority.
- Maintain an updated list of Personnel with the names, hire dates and position of employees who perform duties associated with the Contract.
- Maintain sufficient staffing levels to provide the highest level of Janitorial Services at the Airport and provide adequate supervision and inspections to assure that Personnel are correctly performing the work. Provider must ensure that there is no inefficiency between shift changes by monitoring employees closely during those times. Shift changes must occur in a smooth and professional manner.
- Provider will be required to provide an effective staffing plan that includes an On-Site Manager who is present five (5) days per week. Provider must identify details in the staffing plan describing the shift supervision, project supervision, and quality control responsibilities and assignments.
- Pay any fines levied against the Airport and Authority caused by the activities of its Personnel, at no cost to Authority.
- Ensure Personnel possess a valid Florida driver's license if operating a motor vehicle on Airport roadways, be covered by Provider's insurance and receive Authority vehicle area training, as applicable
- Ensure Personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international arrivals processing areas. Such Personnel must comply with all requirements prescribed by the Customs and Border Protection.
- Control Airport security badges issued to Personnel and pay all associated costs, fines and fees at no cost to Authority. An individual who quits or is terminated must return their security badge to Authority within one week of separation or termination. Notification of employee's change of status must be reported to the Authority badging office immediately. No Personnel will be allowed to work at the Airport Terminal Facilities without a valid security badge. In cases where verification of an employee's background is difficult or impossible, the individual

may NOT be hired on a temporary basis.

- Be solely responsible for the safety, conduct and performance of its employees and take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Provider will remove from its payroll at the Airport, any employee who participates in unsafe and/or illegal acts, who violates Authority rules and regulations or who, in the opinion of Provider or Authority, is otherwise detrimental to the public.
- Repair any property damage caused by Personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority.
- Maintain written job procedures and work methods for Personnel and provide a copy of such to Contract Management, as well as any updates as generated.

B.12 PERSONNEL CONDUCT

The Provider must develop and implement general rules for employee conduct that instruct Personnel to:

Be clean and neat and presentable.

Interact with Airport Terminal Facilities users in a polite and professional manner and be able to communicate effectively to carry out assigned job requirements.

Comply with the Authority rules and regulations, and comply with Provider's general rules for employee conduct.

Not use improper language or act in a loud, boisterous or improper manner.

Not sit down, take breaks, or otherwise loiter in public areas of the Airport Terminal Facilities while in uniform.

Not use personal cellular devices during working hours.

Immediately turn in all items of value found in the Airport Terminal Facilities to Authority's Lost and Found Department.

Not solicit or accept, for any reason whatsoever, any gratuity from the passengers, tenants, customers, or other persons using the Airport Terminal Facilities.

Complete an initial training program and annual refresher training on the duties, responsibilities, and technical aspects of assigned job responsibilities to safely and efficiently provide the Janitorial Services.

Wear personal protective equipment (PPE) when performing all work at the Airport Terminal Facilities, as applicable.

The general rules for employee conduct will be made part of the Contract and will be reviewed from time to time by Contract Management for modifications, as necessary.

The Authority will establish standards that Provider's employees must meet in order to be permitted access to areas that are deemed sensitive by Authority.

B.13 UNIFORMS

The Provider and its subcontractors are required to wear Authority approved uniforms while on duty. Uniforms must be clean and well maintained. Permanently stained, torn, disheveled or unsightly uniforms must be replaced immediately. Employees that fail to wear the approved uniform in a proper manner during work hours must be removed from the Airport terminal Facilities at once.

Managerial personnel are expected to wear generally accepted business casual attire.

Designated staff performing Project Cleaning may wear modified uniforms suitable for the task at hand.

Provider must require employees and subcontractors that are assigned to work at the curbside, along the drive or near vehicular traffic, to wear a bright orange reflective safety vest. This vest will be worn on the outside of any other clothing worn by the employee at all times while working these areas.

Provider must provide a winter jacket to employees assigned to work outside. The color and style must be tasteful and conform to the identification requirements for uniform shirts.

Subcontractor uniforms and vehicles must be clean and clearly identified with company logo and name.

Personnel and subcontractor uniforms must include a company identification insignia with the employee name on the uniform or on a badge worn on the uniform.

B.14 KEYS

The Authority is responsible for the initial issuance of access keys required for all spaces covered under the Contract.

The Provider must:

- properly secure Authority keys at all times;
- ensure Authority keys are not removed from Airport property;
- keep keys not in use in a locked box;
- restrict access to keys to essential Personnel only;
- keep a written log of persons having Authority keys and combinations.
- be responsible for all costs associated with replacing missing keys and/or installing new locks as a result of lost or misplaced keys. Cost must be reimbursed to the Authority by the Provider within thirty (30) days of the date the expense is incurred, or the expense will be withheld from any payment due the Provider.

B.15 SITE MANAGER

The Site Manager will be assigned to work exclusively as the full time Site Manager and supervisor of the Contract and must not be responsible for cleaning, maintaining,

supervising, administering or otherwise participating in any other jobs or contracts elsewhere on Airport property or outside the area(s) included in the Contract.

The responsibilities of the Site Manager include, but are not limited to:

- Communicate regularly with the Authority.
- Be on-site at the Airport Terminal Facilities a minimum of 5 days & 40 hours per week.
- Designate a management representative to be available to respond to Authority needs 24 hours per day, seven days per week.
- Oversee and manage all day-to-day Janitorial Services requirements ensuring that all performance requirements are met.
- Be responsible for the overall daily management and supervision of all maintenance and repairs to Provider's equipment, training, subcontractors, scheduling of Personnel, and inspection of all work.
- Be very knowledgeable of janitorial procedures and practices especially in the correct, effective and safe use of all the required Cleaning Agents, janitorial equipment, cleaning techniques, and supplies required to service the Contract.
- Act as liaison with Authority on all Contract matters.
- Be available for immediate communication with Authority by carrying a working cellular phone.
- Promptly notify the Authority of any needed repairs or damages to the Airport Terminal Facilities and its furnishings, fixtures and appurtenances.
- The Authority reserves the right to approve persons proposed as replacements for the Site Manager, such approval will not be unreasonably withheld.

B.16 EQUIPMENT AND VEHICLES

The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority. Only equipment in good working order may be utilized in the performance of Services. Equipment in service is subject to spot checks by Contract Management at any time, with or without notice.

Vehicle registration, insurance, and maintenance is the responsibility of the Provider at no additional cost to the Authority.

For informational purposes only, Exhibit F, Current Equipment List, identifies a list of equipment being utilized by the current provider under the existing agreement as of the date of the release of this RFP. The Authority intends to surplus all equipment listed in Exhibit F upon expiration or termination of the current agreement.

The Provider will be responsible for maintaining all equipment in good, clean, and functional operating condition at all times. The Provider bears all risk of loss, damage

or theft.

Provider must require personnel to use all equipment in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

B.17 STORAGE PLAN

The Provider must develop and maintain a detailed storage plan that addresses safe storage of Cleaning Agents, materials, supplies, tools and equipment in accordance with manufacturer specifications and applicable laws.

Provider must keep assigned storage spaces neat, clean, in good repair and in compliance with all applicable regulations, codes, manufacturer requirements and Airport regulations regarding storage of Cleaning Agents, supplies, materials and equipment.

B.18 CLEANING AGENTS, MATERIALS, SUPPLIES AND EQUIPMENT

Cleaning Agents, materials, supplies and equipment are to be furnished by the Provider.

The Authority reserves the right to establish the minimum specifications for all supplies. Additionally, Authority may require the purchase and use of specific brands if necessary to retain warranties. Exhibit G3, Cleaning Supply Specifications & Historical Usage specifies descriptions and/or suitable brand types.

The Provider is required to submit a list of proposed Cleaning Agents, supplies, materials and equipment to Contract Management at least 30 days prior to the start date of Services. The list must include the product name, brand name, model number (if applicable), and catalog reference (name of catalog and item number). A copy of the MSDS sheet must be attached to the list for each Cleaning Agent. The list and each MSDS must be kept current during the term of the Contract.

The Provider must maintain a minimum 30-day inventory supply level based on supplies and quantities listed in Exhibit G3, Cleaning Supply Specifications & Historical Usage, at all times. The minimum required amount of inventory may be adjusted by the Contract Management if necessary due to storage limitations.

Provider must require Personnel to use all Cleaning Agents, supplies, and materials in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

The Provider is required to perform Services in a manner that ensures the safety of its employees, and employees at, and users of, the Airport Terminal Facilities and the protection of property from claims related to the cleaning agents, materials, supplies and equipment furnished and used under the terms and conditions of the Contract.

Chemicals containing ammonia, chlorine, bleach, or powdered abrasive cleaners should be used sparingly, judiciously, and applied in a quantity and using a method which does not produce noxious odors that are offensive to Airport Terminal Facility occupants.

Liquid cleaning supplies are to be in one-gallon plastic containers. The container must be properly marked with the EPA-approved label, including all warnings and antidote requirements. The plastic containers must not be reused. All containers used on janitorial carts must contain proper labeling and warning cautions.

The Authority may review and regularly inspect Cleaning Agents, materials, and supplies and, as necessary, obtain samples and/or conduct independent testing to verify the effectiveness of Cleaning Agents, materials and equipment and the accuracy of the material safety data sheets (MSDS).

Testing may be conducted by a third party. If inspections and/or testing identify Cleaning Agents, materials, supplies and/or equipment that, in Authority's opinion, do not provide effective sanitation or cleanliness or are not performing properly, Authority may require the Provider to use alternate Cleaning Agents, materials, supplies or equipment which meets Authority's standards at no additional cost to Authority.

B.19 MANAGEMENT AND DISPOSAL OF CHEMICAL WASTE

Provider is responsible for the management and disposal of all chemical wastes and other wastes that are generated through Provider's cleaning actions. Provider is restricted from disposal of any chemical wasted in the sanitary system, and will be solely responsible for the costs associated with such disposal. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters.

Recyclable materials should be collected and disposed of per the guidelines in Exhibit B, Minimum Cleaning Standards. No waste materials or effluent may be discharged outdoors or to Authority's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges will comply with Authority regulations.

B.20 REQUIRED PLANS AND REPORTING

The Provider will develop, maintain, update and provide the required plans and reports as detailed below in sufficient detail that will allow the Authority to determine that Provider is in full compliance with all of the requirements of the Contract and all applicable laws. All plans and reports and any other records and documentation provided to Authority will become the property of Authority.

A. Cleaning Plan. Proposers must submit an initial Cleaning Plan with their proposal. The successful proposer must provide a final Cleaning Plan at least thirty (30) days prior to the Contract start date. The Cleaning Plan is subject to Authority approval. The Cleaning Plan will be updated periodically upon agreement of the Site Manager and the Authority and must be provided to the Authority immediately upon request.

B. Cleaning Schedule. This detailed monthly schedule identifies all tasks to be accomplished in the Cleaning Plan. The Provider must update this schedule on a daily basis to reflect changes in the schedule for the next day. The updated schedule must be provided to Contract Management by 8:00 a.m. every day.

Janitorial services will be scheduled and completed in such a way that they do not

disrupt the functions and normal day-to-day operations of the Airport.

Routine Cleaning and Project Cleaning will be scheduled to achieve maximum coverage and will be uniformly distributed throughout the year. Provider must coordinate activities with the Authority and adjust these activities as necessary to accommodate projects, passenger count fluctuations (season) and ultimately not interfere with day to day airport operations.

Provider must perform the majority of Project Cleaning and detailed Routine Cleaning on the third shift with the exception of those tasks authorized by Contract Management to be completed during first and second shifts.

Shutdowns for Routine Cleaning and Project Cleaning will be included in the Cleaning Schedule and coordinated with the Authority to insure there is no interference with passengers or other ongoing work that may be in progress or occurring concurrently. The Provider is required to coordinate the need to shut down any areas with the Contract Compliance Administrator.

During periods of high passenger volume the Cleaning Schedule will be augmented as necessary to ensure adequate coverage of the airside restrooms every day during 5:00 a.m. – 11:00 p.m. or as determined by the Authority. Periods of increased volume are indicated on historical monthly passenger reports provided in Exhibit A, Passenger Traffic 2009-2019. Routine viewing of FIDS should be utilized for up-to-date daily flight information.

C. Facility and Restroom Inspection Report. The Provider must perform a facility and restroom inspection evaluation at the end of each shift. Documentation of each inspection will be made in a daily facility and restroom inspection report. This report must be available for review by the Contract Management immediately upon request.

D. Daily Report. The Provider is required to maintain a daily report of the day's events, submitting the report prior to 8:00 a.m. the next morning by email to Contract Management. At a minimum, the report must include:

- Specific Routine Cleaning tasks that were not fully completed.
- Project Cleaning tasks that were not fully completed.
- Quality Control Program Summary.
- Police incidents involving Personnel.
- Hazmat incidents involving Personnel and the general public.
- Accident/incident involving Personnel and/or the general public.
- Damage to any person, property or personal property caused by Personnel or others.

- Items turned in to the Authority Lost and Found. All items found must be turned in no later than the end of the finder's shift.
- Log of all calls to and from the Airport Communication Center.

E. Monthly Report. The Provider is required to submit to Contract Management, a monthly report that includes, at a minimum, the following:

- A detailed list of Project Cleaning completed during the previous month in accordance with the Cleaning Plan and Cleaning Schedule and any incomplete or outstanding Work Orders.
- A detailed list of work not completed with an explanation as to why the work was not completed and a corrective action plan that includes recommendations for future prevention if warranted.
- Recommendations for proposed Project Cleaning or recommendations to update or modify procedures or requirements for specific Project Cleaning work.
- Current inventory of equipment with condition of equipment and current maintenance log.
- A list of complaints received including details identifying the complainant, the date of the complaint, how the complaint was received and the type and date of corrective action taken and recommendations to prevent reoccurrence, if applicable.
- Detailed list of "Emergency" calls. Emergency calls are defined as calls reporting issues that affect, or may affect a person's life, health and/or safety. Such calls must be responded to immediately, remediated and documented. All Emergency calls completed by the normally assigned staff will be at no additional cost to Authority.
- Personnel information for the Provider and each subcontractor including:
 - The total number of Personnel.
 - The total number of part-time Personnel.
 - The total number of full-time Personnel.
 - List of key staff with title and phone numbers.

B.21 TECHNOLOGY

The Provider is required to furnish operable cellular telephones to its managers and supervisors to be carried at all times while on duty at the Airport to ensure direct communication with Authority. The phone numbers are to be filed and maintained with Authority and updated as necessary.

The Provider will furnish a sufficient quantity and quality of personal computers, tablets, or related devices to accommodate administrative, quality control program,

Work Order request, accounting and/or other program functions as necessary to maintain records and data; internet access and e-mail capability for management and supervisory staff, and to produce documents, reports and invoices pertaining to the Services provided pursuant to the Contract.

The Provider must furnish the following automated technology with the minimum functionality listed:

- A janitorial services Work Order platform that is accessible and editable via mobile devices (i.e., IOS or Android devices) allowing the Authority mobile, on-site entries, photo attachments, status updates, and tracking of the Quality Control Program.
- Employ a solution that automatically tracks public restroom patron frequency of use and allows the janitorial staff the means to log their cleaning activity (time-date stamped). Data collected must be accessible by Contract Management via a web based application with the ability to sort by date and time.

B.22 DEFICIENCIES, INCIDENTS, ACCIDENTS, AND COMPLAINTS

Spills of any type that are discovered by Personnel must be isolated and cleaned up immediately. Reported spills must be isolated within five minutes to make the area safe, notice provided to the public, and the areas must be cleaned as soon as possible.

The Authority may conduct inspections of the Services at any time. Discrepancies that are found as a result of inspection(s) will be promptly documented to include any Services not meeting minimum cleaning standards. Such report will be provided by the Authority to the Provider on a daily basis, or as necessary to communicate identified discrepancies. Provider must correct all identified Service deficiencies, including immediately responding to remediate any hazard created by or discovered through the provision of services that could cause damage or injury to personnel, property or the public. Such hazards may include tripping or slip and fall hazards, and/or failure to properly meet Occupational Safety and Health Administration (OSHA) requirements. A written response will be sent to Authority by the Provider that confirms all deficiencies have been corrected within fifteen (15) days of receipt of the written inspection or test report. For instances requiring an immediate response, the Provider will immediately respond upon notification of the deficiency and follow up with a written report to the Authority explaining the deficiency and reporting the corrective action taken.

B.23 NOTIFICATIONS

The Provider must notify Contract Management during Authority Business Days and Authority Business Hours via e-mail in a timely manner in the event of any Personnel issues, incidents, accidents, problems, outages or malfunctions, and any other unusual occurrences. The Notice must include an assessment of any damage or resulting or potential injury, solution and time to resolution.

Provider must notify Contract Management via telephone immediately regarding any janitorial hazard created or discovered that could cause damage or injury to personnel, property or the public such as tripping or slip and fall hazards, and/or failure to properly meet OSHA requirements.

Notify Airport Communication Center outside Authority Business Days and Hours via phone regarding any emergency incidents, accidents or unusual occurrences.

In an emergency, Provider must immediately redirect Personnel as necessary to assist the Authority with clean up. Examples of an emergency include but are not limited to flooding, construction debris, or any passenger hazard impacting Airport operations. No penalties will be assessed for unaccomplished work due to the redirection of Personnel for such emergency response.

B.24 QUALITY CONTROL PROGRAM

The Provider is required to establish and maintain an effective Quality Control Program (QCP) to be administered by the Site Manager and/or Provider's quality control administrator. The QCP must be acceptable to Authority and must contain, at a minimum, the following:

- Inspection program(s)
- Communication procedure with Authority
- Documentation of quality control activities

The Provider is required to submit a Monthly Quality Assurance/Quality Control report that:

- Summarizes data collected,
- Identifies areas needing improvement, and
- Recommends Cleaning Schedule improvements based on data collected

The Provider must furnish a copy of the QCP to Contract Management immediately upon request.

Any revisions to the QCP that are necessary to maintain an effective level of quality control must be approved by the Authority.

The Provider will be required to suspend any or all of its operations and take appropriate corrective action if Authority determines that any part of the QCP is not effective and that any of the Janitorial Services fail to conform to the Authority's minimum cleaning standards.

In the event of notification by the Authority of a quality control discrepancy, the Provider will be required to submit a corrective action plan within forty-eight (48) hours which details the corrective action to be taken to correct said discrepancies, and document how Provider will prevent future discrepancies.

B.25 TRAINING

Provider must submit a formal training program at the sole cost of Provider that will be documented and modified as necessary. Provider must maintain a training log to track employee training and show, at a minimum, the employee's name, date of employment, type of training and date attended. The training program and training log must be provided to the Authority when requested.

Training will include, at a minimum:

- Provider's areas of responsibility and specific assignment areas
- Airport procedures with regard to security, badging and keys
- Quarterly performance based training
- Customer service training
- Specific training based on the assigned position to safely perform cleaning tasks such as;
 - Cleaning Agents usage and availability of MSDS and how to use them.
 - Tools and equipment, operation and safety.
 - Safety issues including compliance with OSHA Act of 1970.
 - Blood-borne pathogen safety program.
- Workplace discrimination and harassment
- Workplace violence
- Authority recycling program (as instituted)
- How to identify and properly dispose of recyclable products.

B.26 EXTRA WORK. The Provider may be requested by the Authority to perform Extra Work. The Authority may order additions, deletions or revisions to the work as necessary to meet Authority objectives. In the event the changes result in charges to the Authority, Provider will advise the Authority in writing of the proposed itemized cost in accordance with the terms of the Contract. If Authority determines that the cost is fair and reasonable, Authority will issue a Task Authorization to authorize the Extra Work.

If a satisfactory cost for the Extra Work or time to perform the Extra Work cannot be reached, Authority may make such arrangements as it may deem necessary to complete the work, which include, but are not limited to using its own personnel or hiring a third party contractor to undertake the Extra Work.

B.27 FEES AND PAYMENT METHOD

a. Pay Application – Compensation will be made for the acceptable performance of the services rendered by the Provider.

On a monthly basis, the Provider will submit a Pay Application to Contract Management for the services rendered in the preceding month. To be considered complete, the Pay Application must include all required supporting documentation. No amount will be payable by the Authority for any portion of a facility covered under the Contract that is taken out of service by the Authority. In such an event, the Provider and the Authority will adjust the Cleanable Square Footage within the Pay Application to reflect the change.

A sample Pay Application is provided as Exhibit D2, Sample Pay Application.

b. Pay Categories - The following categories will be entered in the Pay Application to calculate the monthly payment:

Routine Cleaning Rate for Public and Non-Public Areas

Charges will be paid based on the applicable fixed rate proposed by the Provider per Cleanable Square Footage. Charges will be allocated by service location.

Project Cleaning Rate.

Charges will be paid based upon the applicable fixed rate proposed by the Provider per Cleanable Square Footage. Charges will be allocated by service location.

Extra Work Hourly Rate

Charges for Extra Work hours will be based on the fixed Extra Work hourly labor rate established in the Contract plus associated actual cost receipts, if applicable, as approved and documented in a Task Authorization by the Authority.

Supplies Rate

Charges will be based on the fixed rate established in the Contract and multiplied by the number of total passengers reported for the prior month as provided at www.flylcpa.com.

c. Assessment of Liquidated Damages

Authority will conduct inspections from time to time. If any of the infractions described in the table below are noted during the Authority’s inspection, the Authority may seek damages. Since actual damages may be impossible to determine, the Provider will be assessed the amount per occurrence as described in the table below as liquidated damages, and not as a penalty.

The Authority will notify the Provider of its findings in writing, providing the date of each infraction and the associated amount of liquidated damages being assessed. Further, the Provider will conduct re-cleaning for completed cleaning areas that are deemed unacceptable to Authority, at no cost to Authority.

Provider’s monthly Pay Application will be reduced by the total amount of liquidated damages assessed in the preceding month in accordance with the amounts set forth below. Such assessed liquidated damages are not in lieu of any consequential damages suffered by Authority resulting from the infraction.

Liquidated Damage (LD)	Caused by	LD Amount
Damage Repair	Damage to property within Airport Facilities by Personnel	Actual cost of repair or replacement
Insufficient Cleaning Agent Labeling	Any Cleaning Agent on a janitor Cart not properly marked with EPA-approved label including warning & antidote requirements	\$100 per occurrence
Ongoing use of Defective or Damaged Equipment	Use of equipment that falls below acceptable working condition.	\$50 per occurrence
Failed Inspection	Work not performed correctly as determined by Authority requiring correction and re-inspection	\$500 per re-inspection
Unreturned Security Badge	Personnel’s security badge lost or not returned to Authority within one week of the individual’s separation from employment	\$80 per badge
Work Order Task Incompletion	Tasks not completed within the scheduled timeframe listed on a Work Order	\$100 per occurrence

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 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 the firm's ability and prospective 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 Section 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 identified in this section must be contained within your proposal. The contents of each proposal must be **separated** and **arranged with tabs and must be organized in the same order and following the same format as listed below**, identifying the response to each specific item.

Section 1 – Minimum Qualifications

To qualify for consideration, proposers must meet the following requirements and provide the information requested in this section.

- Proposer's representative must have physically attended the mandatory pre-submittal meeting and site tour.
- For at least three consecutive years within the last ten years, Proposer must have provided commercial janitorial services over multiple shifts, seven days per week, year long, with a staff of at least seventy-five (75) full time employees to one of the following:

One commercial-service medium hub or large airport as defined by the FAA (information can be found at www.faa.gov/airports/aip/grantapportion_data/ - then click on "Primary Entitlements").

Or;

One large public facility with a minimum of 700,000 square feet of indoor, climate controlled area such as, but not limited to, a mall, convention center, college campus or museum.

To demonstrate this experience, proposer must submit the name of the facility and the size of the indoor space, the facility contact name and contact telephone and email information, the dates of service and the number of full time staff assigned at one time to perform the work.

- Submit documentation to show proposer is a registered Florida business entity or is registered with the State of Florida, Division of Corporations, to do business in Florida and proposer has a valid and current business license.
- 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 and the performance, payment, customs and fidelity bond requirements set out in this RFP if selected for award.
- Provide a proposal guaranty with your proposal.

Section 2 – Executive Summary

An executive summary must be provided that includes a statement of interest in providing janitorial services at the Southwest Florida International Airport pursuant to this RFP. Proposer should introduce its company, highlighting its background and achievements earned while providing services that are the subject of this RFP.

Provide a statement of the proposer's understanding of the services and responsibilities required and a narrative description of the proposed approach to ensure that the services are performed in a manner that upholds or exceeds the Authority's high standards and levels of customer satisfaction.

Provide a statement of organization which includes the following information:

- Legal name, including DBA (if any), for the contract
- State of organization or incorporation
- Ownership structure of the proposer
- Contact information for corporate headquarters to include address, phone number and email address
- Contact information for local office to include address, phone number and email address
- Years in business at local office
- List of officers, owners, and/or partners to include name, address, and phone number.

The executive summary should not exceed eight (8) pages total.

Section 3 – Proposer's Financial Capacity

The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached.

In addition, the Proposer must certify annual gross income during the previous twelve (12) month period immediately preceding the date of its proposal as derived from existing agreements directly furnishing janitorial services.

The Proposer must also submit with its proposal a statement of its credit standing in the form of a letter from its bank, a current credit report or a Dun & Bradstreet report.

Section 4 – Business Ethics

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.

Proposer must disclose whether it has been convicted of a public entity crime in its history and provide relevant dates and details concerning the conviction.

Proposer must disclose if it has ever been terminated from a contract.

Disclose if proposer has been involved in litigation with any of its customers within the past ten years and briefly describe the circumstances.

Section 5 – Experience and Past Performance

Provide a summary of the proposer’s experience providing commercial janitorial services. Include the total number of years in business.

Provide information about proposer’s background providing services similar in complexity and scope to those detailed in this RFP for a medium or large hub airport or a large scale public facility.

Include, at a minimum, the following information for five current or previous clients:

- Name of airport/government entity/large scale client
- For airport clients, total number of annual passengers
- Address
- Dates of service
- Services provided
- Contract value
- Square footage of indoor space serviced
- Total number of direct employees managed
- Contact info including email address and phone number

The Authority reserves the right to discuss past performance with the companies and/or contacts provided and will give consideration to the feedback received. Proposer’s response to this Section must not exceed sixteen (16) pages.

Disclose any situations in which proposer failed to complete a contract or was terminated from a contract prior to the contract reaching its full term. Provide a summary of bond claims and include dates, and surety information.

Describe any significant or unique accomplishments or recognitions received by Proposer in the performance of previous similar services.

Section 6 – References

Identify two (2) clients currently receiving janitorial services that the Authority may contact to obtain references. Each reference must be from a current client that proposer has served for at least the past three (3) years. For each reference include contact name, title, address, current telephone number and email address. Also include a brief description of the services provided, the start date for the agreement, and the total dollar value of the contract.

Section 7 – Key Personnel and Primary Contact

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 a resume for each key personnel member that provides background and shows experience with commercial accounts that are for at least at a medium hub airport or a large public facility. Specify the dates of involvement for each commercial account.

Provide the number of years of key personnel member’s direct experience for each major client.

Provide the office location and address to which each key personnel member indicated is assigned and currently working. Provide the total number of years of experience of each key personnel member has been employed by the proposer, and describe any relevant experience in an airport environment, providing the name of the airport represented.

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.

Identify the corporate representative, the individual located at the Provider’s corporate headquarters, responsible for monitoring the Contract and coordinating support for the Contract at the corporate level to ensure compliance with the terms and conditions of the Contract.

Provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. Identify the primary contact person and his or her alternate and provide resumes. The Authority reserves the right to discuss past performance with the references provided and will give consideration to the feedback received.

Proposer’s response to this Section must not exceed six (6) pages.

Section 8 – 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. Make clear the office out of which the proposed work to be performed will be based.

Section 9 – Management Plan

Provide information about the type of corporate support the proposed Site Manager

will receive. Explain how this management plan supports all service requirements and ensures team member accountability across the organization.

Section 10 – Transition Plan

Provide detailed information to demonstrate the proposer's plan for transitioning in order to commence operations upon award of the agreement. Explain the steps in the transition plan and provide a sample critical path schedule to show the time required for start-up and transitioning.

At a minimum, the transition plan should include adequate time for:

- hiring staff and subcontractors;
- processing Airport ID badges;
- engaging in on-boarding;
- providing relevant and complete new hire training;
- contracting with subcontractors;
- ordering and stocking cleaning products;
- obtaining equipment and supplies;
- furnishing office, breakroom and storage space;
- performing security related training for employees and,
- obtaining mobile communication devices.

Section 11 – Staffing Plan

Submit a proposed staffing level statement detailing all staffing needs the Proposer believes will be required to perform Services required to maintain the high standards for cleanliness at RSW, including any part time employees. Explain how staffing demands are to be met for holidays and seasonal peaks. List the ratio of full-time employees to part-time employees.

Provide organizational charts showing the staffing plan that includes all personnel proposed to provide the services by position, per shift. Include line personnel as well as supervisory personnel on the proposed organizational chart.

Identify supervisory and site management personnel. Include the Primary Contact, corporate representatives and other key personnel, as appropriate.

Include information regarding experience and qualifications of all key staff to be assigned to manage or perform the Services. Describe each key staff member's area of expertise and include information to identify the qualifications, training and/or experience of each.

Explain proposer's approach to staffing recruitment and explain any strategies that will be adopted to ensure local citizens receive consideration for employment. Provide a wage plan and summarize healthcare options that are made available to employees. Indicate the cost and deductibles for employees with single coverage, single plus dependent coverage and single plus family coverage.

Provide photographs of uniforms and a copy of the dress code policies.

Section 12 – Subcontractor Plan

Submit a plan detailing how subcontractors will be used and to what extent. The subcontractor plan must be completed with each proposed subcontractor name, address, contact and contact phone number. Provide the percentage of

subcontracted work of the total contract. Provide the total value of all subcontracted work.

Section 13 – Local Employment

The Authority encourages the successful proposer to interview and give preference to existing employees currently performing the work at the Airport.

Section 14 – Operations Plan

Describe proposer’s approach to stay ahead of the trends, be knowledgeable with current industry practices and provide recommendations to proactively meet ever changing Authority needs. Explain how this approach maintains or exceeds the high standards of cleanliness at the Southwest Florida International Airport.

Exhibits G1 and G2 set forth the methods, techniques, supplies, procedures, and frequencies currently being used at the Airport which have resulted in satisfactorily maintaining the performance levels indicated in Exhibit B, Minimum Cleaning Standards.

The Authority understands that cleaning procedures and frequencies may vary. Proposers must prepare and submit a sample cleaning plan and associated cleaning schedule that demonstrates the efficient use of personnel, Cleaning Agents, materials, equipment and supplies. All cleaning methodologies proposed must meet or exceed the required minimum performance requirements.

When submitting a proposal, proposer is instructed to follow the sequence of categories identified in Exhibits G1 and G2, and propose its cleaning procedures and frequencies in that order. Explain the policing and monitoring plan for each category.

Proposers must explain how incidents, accidents, complaints, and emergencies are to be dealt with including proposed response times.

Section 15 – Equipment

Provide a list of equipment including make, model and quantity that will be used to perform the services. Indicate whether the equipment is owned or leased. Describe the plan for equipment replacement in case of breakdown or failure.

Section 16 - Supplies

Provide a list of supplies that will be used to perform the services in the same order as the list of supplies shown in Exhibit G3, Cleaning Supply Specifications & Historical Usage. Indicate the proposed use for each product listed. Exhibit G3 is provided as a reference to indicate the products currently being used. Proposer must identify any supplies that differ from those shown in Exhibit G3.

Section 17 – Terrazzo Flooring Experience

Demonstrate recent and relevant experience in providing first class terrazzo floor maintenance services at an airport or comparable high traffic facility with terrazzo flooring that is equal in square footage to the flooring at Southwest Florida International Airport. Describe the equipment to be used to maintain the floors and replace damaged tiles and cracked grout; the approach to cleaning and the chemicals to be used.

Section 18 – Automation and Technology

Describe proposer’s use of automation and technology in the provision of the services

and to monitor the supply levels.

Explain how personnel will use automated systems to manage the operations and service levels in response to peak times.

Section 19 - Communication Plan

Provide a narrative describing the communication plan the proposer intends to employ at each facility to communicate to its staff that the cleaning service requirements have been met as well as any opportunities that exist for improvement to services. Include any examples of forms currently being utilized and a brief explanation of their particular functions or uses.

Propose a mobile solution for onsite staff and explain the process for responding to issues reported through the mobile solution. Describe the type and quantity of proposed devices.

Section 20 – Quality Control Program

Provider must provide, implement and maintain an effective and proactive quality control plan.

Proposer must include a sample monthly Quality Assurance/Quality Control (QA/QC) report with its proposal.

Disclose complete and comprehensive quality assurance programming designed to ensure high standard of cleanliness and customer satisfaction.

Explain the quality control and inspection process for identifying and rectifying quality deficiencies. Proposer must provide samples to illustrate how quality control activities are documented.

Describe how performance is tracked and improved and submit samples of the documentation used for regular and/or routine inspections.

Describe the processing for tracking and managing quality control issues. Explain the proposed process for informing the Authority of all quality control deficiencies reported and/or identified. Describe the process for deterring repeat issues.

Identify the quality program administrator who will have the authority to take immediate action as necessary. Provide a resume for the proposed quality administrator.

Proposer's response to this section must not exceed twelve (12) pages.

Section 21 - Safety Program

Outline the main elements of proposer's safety program, providing details which demonstrate all areas included in the program. Specifically highlight risk mitigation measures that are included in the program.

Section 22 – Training

Proposer must describe the types of classes and the extent of training for each person for, at a minimum, the following categories: New Hire, Continuous Quality, Project Cleaning (describe), Chemical, Blood borne Pathogen, Injury Prevention, Illness Prevention, Customer Service, Equipment operation, Safety training of personnel, and

Other (describe).

Section 23 – Reports

Provide a sample of daily, monthly, quarterly, and annual reports. Explain the purpose of each and who they are distributed to.

Section 24 – Environmental Sustainability

Discuss proposer’s experience with sustainable cleaning and identify any certifications held by Proposer. Include a detailed description of techniques and products used in the course of performing services which reduce adverse effects on the environment or promote green practice and environmental sustainability.

Section 25 – Disaster Plan

Proposer must provide a copy of its written plan for continuity of services and recovery during and following a variety of natural and manmade disaster scenarios such as hurricanes, tropical storms, infectious disease outbreak (i.e.: pandemic), etc.

Section 26 – Cost Proposal

Using Exhibit D1, Cost Proposal, indicate the pricing for each year of the term of the agreement and each of the 24 month renewal options.

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

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

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

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

Award of any resulting agreement is subject to the approval of the ASMC and the

Board of Port Commissioners. The ASMC and the Board of Port Commissioners have the sole right to award multiple contracts under this solicitation and assign work based on Board endorsed policies.

The Staff Evaluation Committee, the ASMC and/or the Board of Port Commissioners reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original 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 will 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 TENTATIVE SOLICITATION SCHEDULE

The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. 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.

6/15/2020	Proposal Due Date
6/23/2020	Staff Evaluation Committee Meeting
07/21/2020	Airports Special Management Committee (ASMC)
08/18/2020	Oral Presentations (ASMC)
09/03/2020	Board of Port Commissioners approval of vendor selection
10/20/2020	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 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 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 AND 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 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 must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided will include coverage for all parties employed by the 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, without exclusion for independent contractor, and including premises and operations, products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least \$2 million per occurrence and \$4 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$5 million per person and per accident for bodily injury and 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.

Additional Insured

Lee County Port Authority must be named as an additional insured on all policies except for workers' compensation. The policy must be endorsed to include the following language "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 proposer from potential insurer insolvency.

Waiver of Subrogation

Insurance will be primary and noncontributory and will 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 proposer will 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 will be duly licensed to provide coverage and honor claims within Florida. **Please send the certificate of insurance with Lee County Port Authority named 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 will be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL 33913. If the successful proposer fails to meet the required insurance standards set forth herein, the Authority may terminate any agreement it has with the successful proposer.

Subcontractor 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 will 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 and Defense of Authority

The agreement with the successful proposer ("Provider") will include substantially the following provisions:

- (1) Provider hereby agrees to defend, indemnify, reimburse and hold harmless the Port Authority and Lee County, Florida and their respective appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Port Authority. This indemnity shall be interpreted in the broadest possible manner to indemnify the Port

- Authority and Lee County for any acts or omissions of Provider or its subcontractors either passive or active, irrespective of fault, including Port Authority's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Port Authority.
- (2) Provider's duty to defend and indemnify the Port Authority and Lee County shall arise at the time written notice of the Claim is first provided to the Port Authority or Lee County, regardless of whether Claimant has filed suit on the Claim. Provider's duty to defend and indemnify Port Authority and Lee County shall arise even if the Port Authority or Lee County is the only party sued by claimant and/or claimant alleges that Port Authority's negligence or willful misconduct was the sole cause of claimant's damages.
 - (3) Provider will defend any and all Claims which may be brought or threatened against the Port Authority or Lee County and will pay on behalf of the Port Authority or Lee County any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Port Authority or the County shall be in addition to any other legal remedies available to the Port Authority and shall not be considered the Port Authority's exclusive remedy.
 - (4) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Provider under the terms of this indemnification obligation. The Provide shall obtain, at its own expense, any additional insurance that it seems necessary for the Port Authority of the County's protection.
 - (5) This defense and indemnification obligation shall survive the expiration or termination of the Service Provider Agreement.

Proposal Guaranty and Bond Requirements

The following bonds and performance and payment guarantees are required if checked:

- ✓ Proposal guaranty: If checked, a proposal guaranty in the amount of 5% of the Year One cost proposal amount must be provided. The proposal guaranty must be submitted in the form of a bank certified check, cashier's check, irrevocable letter of credit issued to the Lee County Port Authority, or a bid bond. The proposal guaranty will be held by the Authority until such time as an agreement is entered into between the successful proposer and Authority. Failure to submit a proposal guaranty will result in proposer's proposal being deemed non-responsive by the Authority.

Failure of the successful proposer to enter into the agreement with the Authority and provide, in a timely manner as prescribed by the Authority, the required certificates of insurance and the required performance, payment and fidelity bonds with surety(ies) acceptable to the Authority will result in forfeiture of the proposal bond.

- ✓ Performance bond: If checked, a performance bond in the amount of \$2,000,000.00 must be presented by the successful proposer to the Authority within ten days of the issuance by the Authority of the written notice of intent to award the Contract.

The purpose of the performance bond is to ensure full, timely and satisfactory

performance of the services by the Provider in accordance with the Contract, for the entire term of the Contract, including any renewal periods thereof.

The performance bond must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance bond will remain in full force and effect for the entire term of the contract, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Contract.

- ✓ Payment bond. If checked, a payment bond in the amount of \$1,000,000 must be presented by the successful proposer to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Contract.

The purpose of the payment bond is to ensure timely payment of the Provider's subcontractors and suppliers in connection with the services being provided pursuant to the Contract, for the entire term of the Contract, including any renewal periods thereof.

The payment bond must be issued by a surety acceptable to the Authority. An irrevocable letter of credit in favor of the Authority guaranteeing full payment for labor and materials in connection with this agreement may be accepted in lieu of the payment bond.

- ✓ Customs Bond. If checked, a customs bond payable to the U.S. Bureau of Customs and Border Patrol, or its successor agency, in the amount of \$75,000.00, must be provided in order to perform services in the Federal Inspection Station portion of the terminal. The bond form must be the U.S. Customs Bond Form 301 or an equivalent acceptable to the U.S. Bureau of Customs & Border Patrol.

- ✓ Fidelity Bond. If checked, a crime and fidelity bond to protect the Authority against financial loss due to employee fraud or theft must be provided for the successful proposer's company and all employees performing work under this contract against theft. Such bond must name the Authority as the insured.

END OF PART F

FORM 1: PROPOSER'S CERTIFICATION

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

I acknowledge receipt and incorporation of the following addenda:

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

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

I certify that all information contained in the RFP is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this RFP on behalf of the proposer as its agent and that the proposer is ready, willing and able to perform if awarded a contract.

I certify that I have attended the mandatory presubmittal meeting and site tour and I fully understand the requirements. I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a RFP 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 RFP. And, the undersigned executed this Proposer'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 2: LOBBYING AFFIDAVIT

State of: _____

County of: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (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 Proposals 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 Proposals. 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 the _____ (Corporation or partnership, if applicable). He/She is personally known to me or produced _____

as identification by means of physical presence or on line notarization.

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 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 by means of physical presence or online notarization this _____ day of _____, 20__.

Personally known _____ or produced identification _____

(Type of identification) _____

Printed typed or stamped commissioned 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 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.

[Signature]

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____ by means of physical presence or

online notarization who produced the following as identification

_____ (Type of identification) or is personally known to me. My

Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



EXHIBIT A

Southwest Florida International Airport (RSW)
 Passenger Traffic 2009-2019
 (projections included)

Year	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
2009	732,851	809,990	985,267	849,815	524,520	461,295	492,063	454,927	359,743	470,931	598,478	676,078	7,415,958
2010	731,739	755,095	996,685	813,329	552,105	476,625	490,227	444,714	374,590	532,025	652,783	694,399	7,514,316
2011	726,322	790,124	1,073,918	907,832	587,633	473,332	457,194	420,105	351,881	469,145	612,470	667,789	7,537,745
2012	704,427	781,849	1,024,221	790,322	531,946	454,044	464,896	421,211	354,640	484,768	658,629	679,672	7,350,625
2013	755,232	827,147	1,115,937	815,978	576,713	473,208	467,946	414,303	338,175	478,376	639,047	735,739	7,637,801
2014	778,163	862,899	1,147,059	865,554	591,116	478,692	496,472	446,402	366,038	503,243	669,567	765,288	7,970,493
2015	854,953	906,039	1,181,382	902,669	602,891	481,512	492,114	454,360	404,045	535,921	720,556	835,359	8,371,801
2016	918,929	989,845	1,269,961	900,594	606,833	492,413	484,074	431,729	391,844	550,316	727,634	840,501	8,604,673
2017	892,905	946,079	1,252,124	1,032,783	629,321	528,383	530,428	481,185	327,466	581,317	767,064	873,494	8,842,549
2018	965,981	1,053,817	1,379,728	939,957	668,665	546,159	561,039	501,023	418,256	569,553	810,283	958,717	9,373,178
2019	1,050,093	1,117,409	1,482,239	1,111,558	725,754	586,319	570,977	526,519	460,869	638,922	876,703	1,077,818	10,225,180
2020	1,132,103	1,241,590	861,221	55,326	69,945	87,291	142,744	184,281	207,391	284,430	445,292	574,971	5,286,585*
2021*	682,615	782,054	1,185,462	1,000,190	689,254	586,135	570,833	526,228	461,185				

*projected passengers for 2020 into 2021

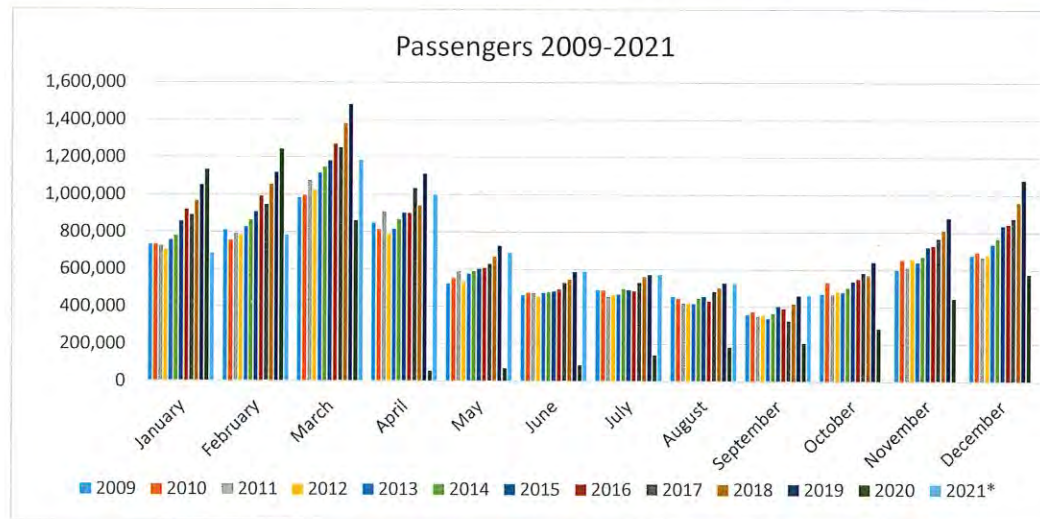


EXHIBIT B MINIMUM CLEANING STANDARDS

The standards depicted in this exhibit represent the performance level expected of the Provider to clean all facilities at RSW, as approved by the Authority.

The Provider may be required to modify cleaning procedures as directed by the Authority based on manufacturer's recommendations for equipment, surfaces, materials, or other items as agreed upon between the Authority and the Provider.

1. Minimum Cleaning Standards

Provider will be required to meet or exceed the minimum cleaning standards listed below for all items and/or areas within the Cleanable Square Footage in the Airport Facilities (see Exhibit-E). Such items and/or areas include, but are not limited to, furniture, bollards, poles, work centers, tables, chairs, floor mats, desks, shelves, cabinets, planters, dividers, entry ways, walkways, sidewalks, walls, ceilings below 12 feet, air vents, flooring, glass office interior, door glass interior, stairs and landings, ash trays, trash and recycling receptacles, elevators, escalators, artwork, and handrails, unless directed otherwise in this Contract or by Contract Management.

A. Cleaning Terms & Minimums

- 1) Acceptable appearance means the cleaning has resulted in a condition conforming to Authority cleaning standards as specified in this Contract.
- 2) Acceptable performance means the Project Cleaning was accomplished in a satisfactory manner and accepted as complete by Contract Management.
- 3) Clean and polished appearance means free from dirt, dust, fingerprints, stickers, stains, soil, wax, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil and grime with no evidence of surface spoilage or spotting resulting in surface reflections that are distinct without variance.
- 4) Safe condition means all potential hazards have been temporarily barricaded to ensure public safety or the hazard has been removed/remediated and the potential hazard has been reported to Authority.
- 5) Uniformly clean appearance means all surfaces are free from dirt, dust, stickers, stains, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil and grime with no evidence of surface spoilage or spotting.
- 6) Uniformly bright appearance means all polished metal surface reflections are distinct without variance with a "like new" or designated gloss level with appropriate protection.
- 7) Cleaning of any item subject to cleaning must be complete, comprehensive and thorough, including corners, inside, outside, top, bottom, under and over all surfaces.
- 8) All areas must be absent of litter or undesirable debris that can be eliminated by appropriate policing techniques.
- 9) There must not be undesirable or noxious odors emanating from cleanable areas or surfaces.
- 10) To be considered clean, the Provider must be able to demonstrate, to the satisfaction of the Authority, that any visible dirt, dust, foreign matter, film, grime, stains, fingerprints, streaks, spots, blemishes, and/or chemical residue that remain on surfaces after cleaning cannot be removed without permanently damaging the underlying surface.

B. Cleaning Activity Definitions and Requirements

Cleaning Activity	Surface	Cleaning Definition	Additional Cleaning Activity Requirements
Bio-Hazard clean up	All surfaces	Free of all Biological Hazards (Bio-Hazards) such as blood, vomit, animal and human feces.	Responsible for bio-hazard clean up and will maintain clean-up kits; however, if the magnitude is such that it requires specialized bio-hazard response, Company must immediately notify Contract Management to contract for the clean-up services.
Carpet extraction	Floors	Free of foot tracking, dirt, marks, streaks, stains, odors, sticky substances, having a uniformly clean appearance.	Use of extraction equipment to spot clean, pile lift, vacuum and groom carpet. Color of the carpet must not be faded or damaged by the cleaning process. Generally accomplished after hours to minimize interference to Airport passengers and operations
Clean High Areas and HVAC Vents	All surfaces above 12 feet	Free of all dirt and dust, streaks, lint and cobwebs.	Clean high elevation items (twelve [12'] feet and above) in the main terminal, concourses, to include HVAC vents and returns, window sills, ledges, overhead sign barges, columns and support members, artwork, metal ticket counter overhangs and structural members, advertising displays, airport directories, flight information display system millwork, and all fixtures to include PA system speakers, light fixtures and sconces, signs, fire alarm annunciators, and other items which may collect dust, cobwebs, or related debris.
Damp/wet mopping	Floors	Free of dirt, dust, marks, film, streaks, debris, and/or standing water.	A sufficient number of barricades, traffic cones and proper slip hazard signs must be provided for each floor area being cleaned to adequately protect the public and/or passersby.
Dust mopping	Floors	Free of all dirt, dust, lint and debris.	Microfiber mops must be used to reduce air-borne contaminants. All hard floors must be dust mopped each night, including under all furniture and behind all pottery, receptacles, machines, and other interferences. Items moved for cleaning or found to be out of place must be returned to original positions.
Dusting	All surfaces at or below 12 ft.	Free of all dirt and dust, streaks, lint and cobwebs.	Dusting must be accomplished with proper cloths and apparatus (i.e. telescoping poles). All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies will be moved or disturbed. This includes dust resulting from construction activities.

Cleaning Activity	Surface	Cleaning Definition	Additional Cleaning Activity Requirements
Glass cleaning	Glass	Free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance. Adjacent surfaces must be wiped clean and free from moisture including mullions, window sills, sunshades, and louvers.	Glass cleaning must be accomplished with the least possible interference to Airport passengers and operations. The height of glass cleaned under this activity is typically limited to six feet. The intent of this glass cleaning activity is to spot clean glass surfaces in public areas on an as needed basis. Full cleaning (both sides) of all glass or high glass over 12 feet from the floor may be performed under a subcontract.
Graffiti removal	Surfaces on the interior and exterior of the Airport Facilities	Free of all graffiti and the surface is in its original condition.	Removed as soon as the graffiti is discovered and/or reported. Report any gang, violence or hate-related graffiti to Airport Communications and/or verify a report was made with airport Police before removing the graffiti.
Metal cleaning	Polished Metal / Bright Work	Free from deposits, tarnish, spots, smudges, streaks and with a uniformly bright appearance.	Cleaning agent overspray is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Apply food-grade mineral oil only.
	Matte Finished Metal	Free from deposits, tarnish, spots, and smudges.	Cleaning agent overspray is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Apply food-grade mineral oil only.
Odor Control	Airport Terminal	Free from objectionable odors or strong chemical odors from cleaning agents.	Measures must be taken to address and eliminate any objectionable odors in the terminal. This includes refraining from use of chemicals that have a strong odor which may impact the traveling public or employees in the Terminal. Odors which require the attention of the Maintenance Department should be reported to Airport Communications. Air fresheners shall be installed in each restroom and replaced as needed.
Oil spill cleaning	Airport Terminal	Place absorbent materials on oil spills.	Maintain one bag of absorbent material for emergency use.
Plumbing Fixtures and Dispenser Cleaning	Toilets, sink basins, urinals, and faucets, and dispensers	Free of all deposits so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.	Care must be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.
Policing	Surfaces on the interior and exterior of the Airport Facilities	Free of trash, litter, debris and other foreign objects, resulting in a neat appearance.	Policing services (Policing) must be accomplished with the least possible interference to Airport passengers and operations.
Restroom	Toilets,	Free of all deposits so that	Care must be taken to ensure that Cleaning

fixtures cleaning	sink basins, urinals, and faucets, and dispensers	the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.	Agents do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures and do not harm or stain finishes of walls or stalls. Care is to be taken not to allow cleaner to seep into mirror frames which may cause damage to mirror finish.
Shampooing	Carpet	Free of dirt, grime, spills, and stains.	Hot water extraction of the carpets. Machine hot water cleaning with scrubber.
Spot cleaning	Carpet, fabrics, vinyl and all other surfaces	Free of all stains, gum, food debris, sticky substances, spills, deposits, Garbage/Trash, and any other foreign substances, leaving a uniform appearance.	Cleaning Agents must not harm the carpet or fabric fibers and must ensure complete spot cleaning in accordance with manufacturer's specifications. Adjacent surfaces must be protected or cleaned following the spot cleaning.
Sweeping	Floors	Free of all dirt, dust, gum, grit, lint and debris.	
Terrazzo cleaning	Terrazzo floors	Free of all scar marks, luggage tracks, dirt, dust, gum, grit, lint and debris; achieving a slip resistant surface; and presenting a highly reflective appearance.	Care must be taken to ensure that Cleaning Agents and equipment do not harm, dull or mark floor surfaces. See Section 1, Minimum Cleaning Standards, Paragraph D, Floor Care Standards, Item 6.
Tile/VCT cleaning	Ceramic and Vinyl Composition Tile (VCT)	Free of all scar marks, luggage tracks, dirt, dust, gum, grit, lint and debris; achieving a slip resistant surface; and presenting a reflective appearance.	Care must be taken to ensure that Cleaning Agents and equipment do not harm, dull or mark floor surfaces. See Section 1, Minimum Cleaning Standards, Paragraph D, Floor Care Standards, Item 5.

Cleaning Activity	Surface	Cleaning Definition	Additional Cleaning Activity Requirements
Vacuuming	Carpet	Free from soil and debris.	Vacuumed fibers are cleaned to protect the pile from matting using a machine with cylindrical brushing action. Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface. Only commercial dual motor driven vacuums with bristle beater bars and HEPA filtration must be used. Backpack and canister vacuum cleaners will be allowed only when used with a powered head.
Wall cleaning	Walls, exposed pipes and equipment	Free from dirt, stains, streaks, dust, stickers, lint, cleaning marks, deposits, bright and a uniformly clean appearance.	Use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush, to remove most minor and general surface soiling. Gently scrub the soiled area with the solution, then wipe clean with a wet sponge or soft cloth. Painted surfaces must not be damaged.

C. Area and Installed Equipment Cleaning Standards

Specific cleaning standards are outlined below for areas and installed equipment located within the Airport Terminal and other facilities, such as Port Authority outbuildings. Consideration should be given to Authority Business Days and Hours when scheduling Services involving Authority specific areas.

1) Authority Break Rooms

Chairs, tables, counters and sinks in Authority break rooms must be wiped down. Garbage/Trash must be emptied and the floors vacuumed after hours. The sink area and microwave shall be cleaned along with all counters and trash receptacles. The refrigerators shall be cleaned out once per month; notification of the date of cleaning shall be posted three (3) days prior to cleaning. Any containers of food or other items left in the refrigerator at cleaning time must be discarded.

2) Drinking Fountains

Drinking fountains must be clean and free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. All polished metal surfaces including the orifices and drain must be clean and disinfected. Care must be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces must be kept clean and free of streaks, water spots and stains.

3) Elevators and Adjacent Areas

All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance. Floors must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas and wall coverings must be left free of residue and spotting following cleaning procedures. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.

4) Terminal Entrance Vestibules and Curbside Areas

Entrances and curbsides to the Airport Terminal are to be clean, well kept, and orderly, presenting a welcoming appearance. Entrance matting is to be vacuumed and maintained free from soil, debris, spills and gum. Areas with adhered gum and spills are to be deep cleaned daily. Doors, glass, door frames, matting and adjacent areas interior and exterior surfaces of the entrances to the Airport Terminal must be spot cleaned and maintained as needed to ensure acceptable appearance at all times.

5) Escalators and Adjacent Areas

All interior and exterior areas, cladding, glass, landings, handrails, switches, buttons, controls and related equipment must be maintained with a uniformly clean appearance. Adjacent floor areas must be maintained in accordance with Section D, Floor Care Standards. Metal and bright work must be maintained in accordance with Paragraph 8, Metal and Bright Work. All adjacent areas must be left free of residue and spotting following cleaning procedures.

6) Janitorial Closets

Janitorial closets must be kept neat, orderly and free of unauthorized storage items and debris.

7) Loading Dock, Dumpsters and Compactor Areas

The areas surrounding the loading dock, trash collection areas, and the Trash Corral area are to be monitored and swept free of all dirt, debris, litter and cigarette butts, degreaser applied and pressure washed weekly to include the recycling receptacles. A sufficient number of barricades, traffic cones and slip hazard signs must be utilized to adequately protect public and/or passersby. Compactors must be operated to compact trash and compact cardboard. Any bound-up trash and cardboard must be cleared from the compactor bin.

8) Metal and Bright Work

Stainless steel material on elevator, escalators and restroom equipment and surfaces must be periodically stripped, oiled with food-grade mineral oil only and buffed to maintain a clean and polished appearance.

9) Non-Public Break Rooms

Non-public break rooms must present a clean, well kept, orderly and professional appearance. Receptacles are to be emptied, spot cleaned and liners replaced as required. All shelves, counters, cabinet exteriors, refrigerator exteriors, tables, chairs, exterior of coffee makers, vending machines, microwave oven exteriors, wall areas adjacent to receptacles, and paper towel dispensers are to be free of accumulated dust and debris, wiped clean and sanitized. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

10) Non-Public Common Areas

The Airport operational areas located under or behind the public areas of the Airport Terminal consist of many non-public common areas that include, but are not limited to: walkways, halls, stairs, entrances, vestibules, reception areas and other operational movement areas. The standards listed herein for walls, stairs, halls, bright work, drinking fountains, windows and glass, and any other applicable area or installed equipment must be maintained at acceptable cleaning levels at all times. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass must have a uniformly clean appearance. Floor and wall finishes must be maintained according to the standards listed herein and care and detail must be paid to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces are to be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

11) Non-Public Restrooms

Non-public restrooms must be kept clean and must not become dull in appearance. Receptacles are to be emptied and spot cleaned. Trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range must be properly cleaned, sanitized, rinsed and dried spot free. Descaling must be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers must be emptied prior to being cleaned and then refilled with supplies. Dispensers must not run out of supplies during operational hours and supplies must only be stocked or stored in designated locations. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions must have a clean and polished appearance. Solid surface materials must not become stained or dingy. Floor and wall tile must be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Special care must be given to prevent standing water and slick surfaces and appropriate signage and barricades must be used to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials. Frequency of cleaning must be set to meet necessity, policing of these restrooms must occur at a minimum of twice per shift.

Provider shall also perform a regularly scheduled deep cleaning of all non-public restrooms as part of an intensive cleaning and inspection program.

12) Office Areas

Office areas must present a clean, well kept, orderly and professional appearance. Receptacles are to be emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpeted floors are to be vacuumed and spot cleaned to remove stains, deposits, gum, and spills. All shelves, counters, cabinets, cases, windows and sills are to be free of accumulated dust

and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks. Leave all areas as found with regards to occupant's personal effects and work items. Personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. Prohibit employees from opening desk drawers or cabinets, or using the telephone or other office equipment. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials. Frequency of cleaning must be set to meet necessity.

13) Passenger Boarding Bridges (PBBs)

All interior finishes of the PBBs must meet the standards listed herein for floors, walls, glass, doors, handrails and ceilings. Care must be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented. Remove any trash or debris left in PBBs.

14) Public Open Floor Space Areas

The Airport Terminal including circulation areas, external and interior, walkways, halls, stairs, and other movement areas, are considered to be public open floor space areas. Policing of the public open floor space areas is a supplement to the standards listed herein for gate hold areas, terminals, ramps, concourses and circulation areas. The standards listed herein for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows, glass, ceilings, stanchions, and air vents that can be reached with a 20 foot telescoping pole and any other applicable area or installed equipment must be maintained at acceptable cleaning levels at all times. Policing must be performed in the public open floor space areas on a regular schedule to ensure the Airport Terminal presents a clean image to the traveling public and other users of the Airport and are free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors. If the spill is wet or slippery, or due to its nature (e.g., paint) must be fully treated immediately. Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed. Clean ceiling fans and speakers on exterior curb area. Policing frequencies must be adjusted by the Provider as necessary to accommodate the conditions and usage patterns in the Airport Terminal.

15) Public Restrooms

Public restrooms, receptacles, basins, bowls, toilets, seats, urinals, soap dispensers, partition doors and all other restroom surfaces must be properly cleaned, descaled, sanitized, rinsed and dried spot free. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable. Any clogged toilet to be unclogged. Restroom air fresheners and urinal screens are to be replaced monthly. During periods of increased passenger traffic, they are to be replaced twice monthly. Batteries for air fresheners are to be replaced quarterly. All restroom mirrors, basins, shelves, counters, bright work and stainless steel must have a clean and polished appearance. Floor and wall tile must be maintained with special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, receptacles and all other permanently fixed equipment to prevent buildup of odor-causing bacteria. Special care must be given to prevent slippery floor surfaces using appropriate signage and barricades as needed. Servicing of public restrooms must be accomplished as soon as possible following flight arrivals to maintain restrooms at the highest level of cleanliness possible. At a minimum, policing of public restrooms shall be accomplished approximately every thirty (30) minutes, less often in lower demand restrooms and more often in higher demand restrooms. Provider shall formulate a methodology for optimizing the cleaning frequencies of public restrooms based on demand, flight activity, and historical trends, as appropriate. Closure of the public restrooms will be allowed only as directed to protect the public or maintenance repair requirements and coordinated with the Airport Operations Department. Any inoperable restroom fixtures must be reported to Terminal Maintenance and Airport Communications.

Provider shall also perform a regularly scheduled deep cleaning of all public restrooms as part of an intensive cleaning and inspection program.

Separate cleaning cloths/towels/brushes must be used for cleaning each of the different types of fixtures to achieve sanitary conditions. Documentation must be maintained that the proper cleaning processes have been performed and the agreed-upon cleaning schedule has been met.

16) Restroom Product Dispensers and Containers

- a. All restroom supplies including soap, toilet paper, toilet paper spindles, feminine hygiene products, paper towels, urinal screens, air fresheners and dispenser batteries must be provided in accordance with Authority approved specifications, stocked in Authority provided product dispensers and maintained in accordance with Contract.
- b. Defective or damaged dispensers or containers must be reported to Terminal Maintenance or Airport Communications upon discovery.

17) Seating Areas

All furniture surfaces, table tops, power poles, counters and seats must be wiped clean as necessary during normal operating hours, minimizing interference with the public. Deep cleaning of seating areas must be conducted after normal operating hours.

18) Smoking Areas

Cigarette butts must be disposed of and cigarette butt receptacles must be spot cleaned and kept free of dirt, stains, spills or adhered foreign substances. Seating areas must be maintained free of litter, spills, dirt, dust, and debris. Sand used in cigarette butt receptacles must be replaced and maintained to ensure acceptable appearance at all times. Metal and bright work is to be maintained in accordance with Paragraph 8, Metal and Bright Work, above. All adjacent areas must be left free of residue and spotting following cleaning procedures.

19) Stairwells and Halls

All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance. Floor and wall finishes must be maintained according to the standards listed herein with attention to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance.

20) TSA Screening Areas and Customs Area

TSA screening areas and Customs Area in the Terminal must be clean, well kept, orderly with receptacles emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpeted floors must be vacuumed and spot cleaned to remove stains, deposits, gum, and spills. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Tables, desks, counters and chairs must be spot cleaned to remove fingerprints, dust, soil, and marks. Occupant's personal effects and work items, electronics, and electrical plugs are not to be disturbed or rearranged during cleaning. Employees must not open desk drawers or cabinets or use telephones or other office equipment.

21) Vending Machine Areas

Where cleaning is not performed by the vending machine operators, vending machines must be wiped down and surrounding areas must be cleaned during each work day.

22) Receptacles

Receptacles must be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles are to be spot cleaned. The floors under and near the receptacles must be clean and kept free of stains, spots, rust, and rings. Liners must be replaced at each emptying of the receptacle. Receptacles must not be allowed to overflow. Periodically, all receptacles are to be thoroughly cleaned, inside and out as needed, with germicidal detergent. All receptacles in the public areas must be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.

23) Windows, Glass, Railings, Metal, and Other Coverings

All interior and exterior windows (accessible without scaffolding), glass, railings, metal and other coverings in public and non-public areas must be spot cleaned as part of Routine Cleaning, with the exception of the interior windows located in exclusive-use areas as designated by Authority. Windows are to be free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance. High windows above 12 feet in height are cleaned to the same standard and may be done by a subcontractor.

24) Hand Sanitizer Dispensers

All hand sanitizer dispensers are to be kept clean and free of spilled hand sanitizer at all times. Hand sanitizer that has spilled onto the floor must be cleaned immediately. Hand sanitizer levels should be monitored and replaced as needed with proper hand sanitizer refills as listed by the manufacturer. Hand Sanitizer dispensers shall be tested regularly to ensure they are in working order. Any malfunctioning dispensers shall be reported to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com.

25) Sidewalks and Patio Areas

Police all outside areas to include the service drive tunnel and front of upper and lower level terminal from plate glass to the opposite side of roadway, including the Gazebo on east end of the terminal building, the pedestrian bridges and crosswalks to the parking garage, the commercial curb, rental car curb and courtyard areas, designated smoking areas, main public parking garage stairwells, and public parking garage elevator landings. Dust benches, including brackets and legs underneath. Remove any gum or stickers. Power clean/buff sidewalks, joints and tile walls on the third shift. Power clean concrete vertical structures, concrete planters and planter walls on the third shift.

Police and sweep the AOA service tunnels and all airside sidewalks areas; and, the airside ramp areas (weekly) from the building to ten (10') feet from the curb around the entire perimeter of the AOA terminal areas. Remove cobwebs from surrounding areas.

26) Clean Interior and Exterior Graphics

This requires cleaning ALL the interior graphics. The reason for designating "all" the interior graphics is that the graphics change both in position and number as airlines change. Each floor of the terminal complex has a considerable number of graphics. Concourses 'B', 'C' and 'D' also contain a number of graphics, which are similar to the terminal graphics with respect to color and general appearance. The exterior graphics are subject to soiling from vehicle exhausts, spider webs/egg sacks, and bird droppings and will need to be cleaned appropriately.

27) Clean Light Diffusers

This requires that the frame and diffuser be removed from their grid for diffusers below 12 feet in height, cleaned, and reassembled.

28) Clean Upholstered Furniture

This project is for the Authority's upholstered office furniture and traditionally has been done once per year over the Labor Day, Memorial Day, or other "long" weekend as authorized.

29) Clean Acoustical Ceilings

Dirt and dust accumulation on the ceilings necessitate cleaning of the acoustical tile ceilings. Restore the ceilings to like new or near new condition.

30) Clean Exterior Airline Podiums

The Exterior Airline Podiums are located at curbside check in. Each podium is to be cleaned both inside and outside using manufacturer's guidelines.

31) Clean Security Guard Shack & Ground Transportation (GT) Info Buildings

Cleaning of the Guard Shack building located at Gate 64 and the Ground Transportation Information building located on the First Level adjacent to Entry Door #2, to include sweeping and mopping the

floors, detail cleaning of the restroom facilities, cleaning and dusting furniture and related vertical and horizontal surfaces, etc. This includes exterior walls, windows, and roof of GT Information Booth.

32) Repair Reporting

Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

D. Floor Care Standards

The carpet and hard floor care processes, Cleaning Plan and Cleaning Schedule must be approved by Contract Management. The Authority will have the right to approve and make suggested changes to the Cleaning Plan and Cleaning Schedule. Work must be scheduled in such a way that it does not disrupt the functions and procedures of the Airport. Nightly work and shutdowns must be coordinated with the Airport Operations to insure there is no interference with passengers or other ongoing work being performed by other contractors. Company must maintain documentation to demonstrate the proper carpet and hard floor care processes have been performed and the Cleaning Schedule has been met.

1) Cleaning Agents and Equipment

All carpet and hard floor Cleaning Agents and equipment must be pre-approved by Contract Management. Manufacturer's floor cleaning recommendations for the Cleaning Agents and equipment must be closely followed. The equipment must be in good repair at all times.

If floor care is determined by Contract Management to not meet the floor care minimum standards and the discrepancy is caused by improper procedures, Cleaning Agents or equipment used, the deficiency must be corrected within 48 hours of notification of the discrepancy. Testing of new Cleaning Agents and/or equipment must be coordinated through Contract Management.

2) Drain Maintenance

Water must be strained from machines prior to water being poured down any sink drain. The straining device/method must be pre-approved by the Authority's Contract Management Department. Floor drains or screens in any sink must not be removed. Liquid must be maintained in P-traps to prevent odors.

3) Carpet Care Processes

- a. Carpets must be maintained in such a manner as to promote longevity in accordance with the manufacturer's recommendations and must be left in a clean, orderly and safe condition. Carpets must be spot cleaned during daily, Routine Cleaning to mitigate stains from becoming permanent. All stains, gum, food, debris, sticky substances, vomit, trash, biohazard spills, and other substances must be removed from the carpet using a properly diluted cleaning solution. Care must be taken to use a Cleaning Agent that will not harm the carpet fibers and ensure complete surface stain removal. The adjacent surfaces must be protected or cleaned following the spot removal operation. Damaged carpet must be reported to the Maintenance Department and Contract Management with a description of the damage and location.
- b. Carpet deep-cleaning must be performed after normal hours to minimize the impact on Airport operations. All vacuuming must be done with an upright or ride-on vacuum with active vacuum and cylindrical brushing action. Stained areas must be treated with spot cleaning solutions in accordance with the carpet manufacturer's recommendations. The spot cleaning process must be performed until as much of the stain as possible has been removed. Pile lifting is an integral part of carpet cleaning in high traffic areas and is required in all Airport Terminal Facilities and heavy traffic areas before the extraction process.

The hot-water extraction process must be performed as needed to maintain the minimum carpet cleaning standards over the entire carpeted surface and in accordance with the carpet manufacturer's recommendations to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Equipment with a cylindrical action must be utilized for cleaning, extracting, pile lifting and vacuuming to prevent damage to carpet fibers. The practice of using rotary bonnet equipment for cleaning or drying of carpet is typically not allowed and requires approval by Contract Management.

Chairs, receptacles, tables, benches and any other non-fixed items must be tipped or moved where necessary to allow for cleaning of the whole surface and must then be placed back into their original positions after the carpets are adequately dry. Fans and air movers must be used to ensure proper drying of carpets. All carpet in public traffic areas must be dry by 4:30 a.m. Exceptions to this completion time must be coordinated through Contract Management.

- c. Interior and exterior walk-off mats must be vacuumed and cleaned and must be free of all visible lint, litter and soil. Carpet style entrance mats must be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats must be swept, vacuumed, extracted or hosed down and then dried to remove soil and grit. Soil underneath entrance mats must be removed, rubber backing must be cleaned to prevent mats from shifting or "walking" and cleaned mats returned to their normal location.
- d. Interim cleaning is low-moisture cleaning of the carpets and includes the use of properly applied spotting and encapsulation chemicals following the manufacturer's recommendations. Interim cleaning is defined as the spot cleaning, pile lifting, vacuuming, and application and brushing-in encapsulating chemicals followed by another complete vacuuming. Interim cleaning must be performed on a regular basis and more frequently in high traffic areas and must provide for carpets free of spots, accumulated dirt and grime. The nap of the carpet must be lifted with proper pile lifting and complete vacuuming, following a pattern that will give the carpet pile a clean and uniformly clean appearance. Chairs, receptacles, tables, benches and any other non-fixed items must be tipped or moved where necessary to allow for cleaning of the whole surface and must then be placed back into their original positions after the carpets are adequately dry. Fans and air movers must be used to ensure proper drying of carpets. Furniture must not be moved in a manner that results in damage to the furniture.

4) Ceramic and Vinyl Composition Tile Care Processes

Ceramic and vinyl composition tile must be maintained in such a manner as to promote longevity and must be left in a clean, orderly and safe condition. The end result of all tile floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care must be taken to avoid damaging any tile floor surface irrespective of the method of cleaning technique employed.

- a. Tile floor surfaces which have been swept, mopped, or cleaned with an auto scrubber must present a uniformly clean appearance. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions must be removed from baseboards, furniture, receptacles, chairs, and other similar items. All furniture and small items in the area to be cleaned must be moved and replaced.
- b. Auto scrubbing is satisfactorily performed when all tile floor surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and the floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven tile floor surfaces. Tile floor surfaces should be pH neutral when scrubbing is complete. When cleaning with an auto scrubber, extra time needs to be considered for detail damp/wet mopping of corners, edges, around furniture, plants and other obstacles, and picking up any water left behind from the machine.

- c. Tile floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, are free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the tile floor has a uniform appearance when dry. Tile floors must be scrubbed with a machine equipped with a stripping pad, except those areas where the use of manual devices is necessary, such as along walls and in corners. The stripping solution and rinse water must be picked-up with a wet/dry vacuum following finish removal operation immediately; the tile floor surface must be left pH neutral. Care is to be taken to clean and leave no finish on window ledges, mullions, baseboards, walls, doors, furniture, and other adjacent areas.
- d. A finished tile floor application is satisfactorily completed when all old wax/polish has been completely removed, including in corners and along edges, and sufficient coats of wax/polish have been properly applied with enough drying time between each coat to assure that the reflectance will be uniform with no streaking, swirls, globs, bubbling, or yellowing. The use of sealer prior to wax application must only be allowed with prior approval; waxes not requiring sealer are preferred.
- e. Finish recoating must be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated tile floor is scrubbed, cleaned and rinsed in preparation to recoat with more finish. Care must be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.
- f. All finished tile floor areas must be buffed to an acceptable sheen with a floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process must be removed from the edges, baseboards, and surrounding surfaces must be buffed.
- g. A written maintenance log must be maintained and must at a minimum detail the number of base coats and finish coats applied and the duration between stripping and re-coat cycles. Copies of the tile floor maintenance log must be provided to Contract Management upon request.

5) Terrazzo Floor Care Processes

- a) Dust mop floor with a clean dust mop or Easy Trap Duster to remove surface dirt.
- b) Auto scrub floor with neutral cleaner and green or red scrub pad as appropriate.
- c) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure.
- d) Cold water rinse the floor with an auto scrubber, and allow the floor to dry completely.
- e) Burnishing with a walk behind or riding burnisher shall be performed nightly, phased monthly.
- f) Terrazzo Tile, Grout, and Joint Replacement shall be performed year round, as authorized.
- g) Terrazzo Tile Grinding, Polishing, and Sealing shall be performed year round, as authorized.

Note: The current Terrazzo Tile finish does not involve a topical surfactant other than an impregnator. No topical surfactant or other coating is to be applied to the Terrazzo.

7) Concrete Floor Care Process

Concrete flooring must be maintained in such a manner as to promote longevity and must be left in a clean, orderly and safe condition. The end result of all concrete floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Concrete flooring which has been swept, mopped, pressure washed or cleaned with an auto scrubber must present a uniformly clean appearance.

E. Chemical Management

A readily-available MSDS must be organized with a table of contents to facilitate review or inspection by Authority at any time.

Manage and dispose of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes) at no cost to Authority. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines in Section G, Recycling Program Collection Standards, below. No waste materials or effluent may be discharged outdoors or to Authority's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges must comply with Authority rules and regulations.

F. Garbage/Trash Disposal Standards

- 1) Garbage/Trash must be collected from all offices, hallways, public areas, and receptacles in the Airport Terminal.
- 2) Garbage/Trash must be collected in a frequency so as to prevent the overflow of receptacles.
- 3) All collected Garbage/Trash must be moved to locations designated by Authority for disposal. Garbage/Trash must be collected in a cart and transported with the least amount of impact or inconvenience to Airport tenants, employees, and passengers. Garbage/Trash must not be left within the public view.
- 4) If Garbage/Trash is stockpiled for reduced frequency of trips to the trash collection areas, the stock piling must be done out of the public view and for no more than two hours and must be kept in a covered conveyance/cart. All employees must be properly trained in the operation of the compactors to ensure that Garbage/Trash is appropriately placed in the compactors and completely compacted to prevent clogging of debris.
- 5) Employees must be trained to not co-utilize elevators with the public while transporting Garbage/Trash. All Garbage/Trash carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the Airport Terminal Facilities must be prevented at all times. All Garbage/Trash collection containers must be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.

G. Recycling Program Collection Standards

- 1) Recyclables collected from the public area recycling receptacles of the Airport Terminal must be placed in blue-tinted plastic bag liners so that recyclable materials can be clearly identified and kept separate from collected Garbage/Trash.
- 2) All recyclables, including but not limited to, paper, newsprint, plastic, aluminum, and cardboard, must be transported to the collection sites as designated by Authority. The bags containing recycled materials must be emptied into the designated collection containers upon delivery to the collection area and the bags themselves must be disposed of as trash. Additionally, any bag appearing to contain material contaminated by more than 10% non-recyclable materials must be disposed of as trash and not placed in the recycling collection containers.
- 3) Employees must be trained to not co-utilize elevators with the public while transporting recyclables. All carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the Airport Terminal must be prevented at all times. All Waste receptacles containers must be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.

- 4) Cardboard must be collected separately and transported to the trash collection areas and compacted in the designated cardboard compactor. All employees must be properly trained in the operation of the compactors to ensure that cardboard is appropriately placed in the compactors and completely compacted to prevent clogging of debris.
- 5) Future recycling, composting or program enhancements that Authority implements including, but not limited to, changes in the recycling materials, segregation approach, locations and types of recycling receptacles and volume of materials generated must be adhered to and supported.

H. Policing Services Standards

Policing services of all public areas of the Airport Terminal includes, but is not limited to, curbside pick-up / drop-off areas, restrooms, public seating areas, smoking areas, gate hold areas, ramps, and hallways. Policing frequencies must be adjusted by the Provider to maintain the appearance standards to accommodate the conditions and usage patterns in the Airport Terminal. Policing must be done as outlined to ensure the Airport Terminal presents a clean image to the traveling public and other users, free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

I. Sustainable Cleaning Standards and Processes

- 1) Environmentally Preferred Cleaning. Environmentally preferred cleaning includes the use of products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.
- 2) Chemicals that avoid solvent based additives must be used unless pre-authorized by Contract Management and must meet the criteria of either Green Seal standard GS-37 "Industrial and Institutional Cleaners" and/or DFE (Designed for Environment) standards.
- 3) Paper products, hand soap, and trash liners must be recycled-content products that meet the EPA recovered-content criteria (Comprehensive Procurement Guidelines – CPG) and should be selected wherever possible.
- 4) Paper and trash liner products must meet Authority specifications and meet the EPA recovered-content CPG criteria.

J. Low Environmental-Impact Cleaning

It is preferred to use cleaning practices, associated Cleaning Agents and supply purchases to promote sustainability and improve building safety and occupant well-being. This ensures that all cleaning procedures, equipment, Cleaning Agents, and janitorial supplies in use at Airport Terminal Facilities assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and Airport Terminal Facilities occupants, and maintain healthy air quality. Only Cleaning Agents, materials, supplies and equipment which meet the criteria of the United States Green Building Councils' (USGBC) Leadership in Energy and Environmental Design-Existing Building Operations and Maintenance (LEED-EB O&M) should be used.

K. Sustainable Cleaning Systems

The use of sustainable cleaning systems protects the environment and protects occupant exposure to toxic materials by reducing the overall need for janitorial staff to clean with chemicals. Wherever feasible, use of microfiber dust mopping of floors and dusting cleaning of hard surfaces should be employed, which in conjunction with the entryway systems, use of HEPA filters, and a daytime vacuum program to eliminate pollutants, reduce the need for wet/chemical cleaning. Concentrated Cleaning Agents must be diluted on site wherever available to reduce energy use involved with the transportation of the product and resource conservation from reduced packaging. The use of sustainable Cleaning Agents meeting the requirements set forth in LEED-EB O&M, ensures that volatile organic compound (VOC) limits are reduced. This improves indoor air quality in the Airport Terminal, reduces ground ozone formation,

releases no ozone-depleting chemicals and reduces the risk of janitorial staff and Airport Terminal occupants to toxic chemical exposure.

L. Sustainable Cleaning Operating Procedures

Standard operating procedures must be in place and followed which reflect the core principles of sustainable cleaning. Procedures must address how janitorial cleaning, hard floor maintenance, and carpet maintenance must be consistently implemented, managed, and audited. Procedures should also include proactive strategies to reduce contaminant infiltration at the source such as walk-off mats and daytime vacuuming.

M. Environmental Health and Safety Regulations Compliance

All Federal, State, and local health, safety and environmental regulations must be complied with including Occupational Health and Safety Act (OSHA) requirements under the Hazard Communication Standard and the EPA Resource Conservation and Recovery Act (RCRA). Chemical storage on site should be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training.

N. Chemical Concentrations and Dilution Systems

Concentrated Cleaning Agents should be diluted on site; however, when applicable, concentrated Cleaning Agents that are packaged in "ready-to-dispense" (RTD) or other appropriate dilution systems are acceptable. All product dilution/dispensing systems must be pre-approved by Contract Management. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such Cleaning Agents reduces green-house gas emissions associated with transport of bulkier, "ready-to-use" Cleaning Agents.

EXHIBIT C

RESERVED

**Exhibit D1
Cost Proposal**

Cost Proposal Summary	Proposed Routine PUBLIC Area* Cleaning Rate (per sqare foot)	Proposed Routine NON-PUBLIC** Area Cleaning Rate (per sqare foot)	Proposed PROJECT*** Cleaning Rate (per sqare foot)	Proposed Extra Work^ Rate (per hour)	Proposed Monthly Supplies^^ Rate (per passenger)	Total Cost Proposal per Year
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Option 1 24-Month Renewal						
Option 2 24-Month Renewal						

When calculating out the "**Total Cost Proposal per Year**" use the figures below, pulled from Exhibit D2, Sample Pay Application in the following formulas:
 (proposed rate) x (appropraite square footage stated below) x (12 months)=
 (proposed hourly rate) x (250 hours) x (12 months)=
 (proposed supply rate) x (750,000) x (12 months)=
NOTE: use (24 months) for the Option years.

* PUBLIC Square Footage: 577,773 sq ft
 ** NON-PUBLIC Square Footage: 145,944 sq ft
 *** PROJECT Square Footage: 723,717 sq ft
 ^ 250 hour per month
 ^^750,000 estimated passengers per month

Provide in words (spell it out), the Total Cost Proposal per Year	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Option 1 24-Month Renewal	
Option 2 24-Month Renewal	

Exhibit D2
Sample Pay Application
(example form that the Authority would like utilized during term of contract)

Invoice #: **XXXX**
Invoice Service Month:
Invoice Date:

To: Lee County Port Authority ATTN: ACM 11000 Terminal Access Rd. Suite 8671 Fort Myers, FL 33913	Monthly Routine Public Area Cleaning Cost per square foot rate:		Monthly Routine Non-Public Area Cleaning Cost per square foot rate:	Monthly Project Cleaning Cost per square foot rate:	Extra Work hourly rate:	Monthly Supplies Cost per Passenger (prior month)
	\$0.0000		\$0.0000	\$0.0000	\$0.00	\$0.0000

Account	Location	Public Cleanable Square Feet	Public Routine Cleaning	Non Public Cleanable Square Feet	Non Public Routine Cleaning	Project Cleaning	Approved Extra Work Hours	Approved Extra Work Labor Cost	Approved Extra Work Supplies and Equipment	Prior Month Passengers	Prior Monthly Pax Variance Correction	Supplies Cost	Assessed Liquidated Damages	Cost Center	Allocation
	1st Level - Terminal & Concourses	124,679	\$0.00	45,238	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	2nd Level - Terminal & Concourses	271,067	\$0.00	6,580	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Passenger Boarding Bridges	16,200	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	3rd Level - Terminal	0	\$0.00	41,232	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Rental Car Building	20,203	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
		0	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Maintenance Field Shop	0	\$0.00	3,395	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Vehicle Maintenance Building	0	\$0.00	6,256	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Airport Training & Conference Ctr	0	\$0.00	6,849	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Grounds Maintenance Building	0	\$0.00	5,961	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Aircraft Rescue & Firefighting Bld	0	\$0.00	14,659	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Commerical & Ground Transportation	0	\$0.00	1,203	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Chiller Building (restroom only)	0	\$0.00	195	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Exterior/Sidewalk/Open Areas	145,624	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	AOA (Air Operations Area)	0	\$0.00	14,376	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
		0	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
	Passenger Count Prior Month											\$0.00	\$0.00		\$0.00
		0	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
		0	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
		0	\$0.00	0	\$0.00	\$0.00		\$0.00					\$0.00		\$0.00
Totals:		577,773	\$0.00	145,944	\$0.00	\$0.00	0.0	\$0.00	\$0.00	0	0	\$0.00	\$0.00		\$0.00

To contain only work completed and accepted by the Authority as identified on a monthly basis.
Note: Attach all approved Extra Work Forms, Passenger Correction Data, and Assessed Liquidated Damages Forms.

\$0.00

**EXHIBIT E1
CLEANABLE SQUARE FOOTAGE**

The Cleanable Square Footage is listed in the table below and further depicted in the attached Airport Terminal Facilities drawings. The associated drawings are intended to show location only. **NOTE: The cleanable square footage totals represented below must be used as your basis for pricing and will be used as the basis for payment.** The amounts may vary depending on additions and/or deletions to the Airport Terminal Facilities.

Main Terminal Cleanable Public and Non-Public Square Footage

1st Level	
Public Cleanable	124,679
Non-Public Cleanable	45,238
Total	169,917

2nd Level	
Public Cleanable	271,067
Passenger Boarding Bridges (Public Cleanable)	16,200
Non-Public Cleanable	6,580
Total	293,847

3rd Level	
Public Cleanable	0
Non-Public Cleanable	41,232
Total	41,232

Rental Car Building	
Public Cleanable	20,203
Non-Public Cleanable	0
Total	20,203

Terminal & RAC Totals	
Public Cleanable	432,149
Non-Public Cleanable	93,050
Total Cleanable	525,199

Outbuilding non-Public Cleanable Square Footage

Maintenance Field Shop	3,395
Vehicle Maintenance Building	6,256
Airport Training & Conference Center	6,849
Airfield & Grounds Maintenance Building	5,961
ARFF	14,659
Commercial & Ground Transportation	1,203
Chiller Building Restroom	195
Total Cleanable	38,518

Exterior/Sidewalk/Open Areas (Public)	145,624
AOA Sidewalks (non-public)	14,376

Totals	
Terminal Public Cleanable	432,149
Terminal Non-Public Cleanable	93,050
Outbuilding Non-Public Cleanable	38,518
Exterior/Sidewalk/Open Areas (Public)	145,624
AOA Sidewalks (non-public)	14,376
Grand total	723,717

EXHIBIT-E2
Various Floor Surfaces & Square Footage

First Floor	Floor Type	Square Footage
Main Terminal	Terrazzo	82822
Baggage Claim Public Area	Terrazzo/Carpet	2450
Entrance/Exit Doors	Carpet	314
Lost and Found	VCT	350
APD Office near baggage 10	Ceramic Tile	2990
Restrooms	Concrete	261
Elevator Lobby 101105	Concrete	249
Stairs 10125	Concrete	210
Stairs 1022	VCT	1207
Corridor by ID Office	VCT	488
ID Office	Carpet	222
ID Office Training Room	Ceramic Tile	69
Loading Dock Restroom	Concrete	3430
Loading Dock Area		
Subtotal		95062

Square Footage By Surface Type	
Terrazzo	280671
Carpet	171747
VCT	30303
Ceramic Tile	23817
Concrete	6964
Anti-static tile	1398
Rubber Mats	6510
Elevators	1189
Escalators	2600
Total	525199

Second Floor	Floor Type	Square Footage
Main Terminal	Terrazzo	101678
Common Area	Terrazzo/Carpet	2381
Entrance/Exit Doors	VCT	537
Corridor 2013	Concrete	281
Stairs 2023	Concrete	1074
Exterior Ticket Counter Area	Ceramic Tile	3997
Restrooms	VCT	529
Corridor 20208/201205	Rubber Mats	6510
Interior Ticket Counter Area	Concrete	289
Stairs 201206	Concrete	257
Stairs 2092	Concrete	257
Stairs 2032804	Terrazzo	228
Stairs 2042101	Terrazzo	227
Stairs 2100501		
Subtotal		118245

B Concourse/Customs	Floor Type	Square Footage
Customs	Carpet	29950
Hold Rooms/Offices	VCT	9402
Corridors	VCT	3166
Restrooms	Ceramic Tile	2665
Subtotal		45183

B Concourse	Floor Type	Square Footage
Screening Area Corridor	Terrazzo	1574
TSA Screening Area	Terrazzo	8813
Circulation Area	Terrazzo	14912
Gate Hold Areas	Carpet	25251
Restrooms	Ceramic Tile	2599
Corridor 2B111	VCT	212
Elevator Lobby 2B43	VCT	183
B1 Gate Area	Carpet	655
International Gate Areas	Carpet	4519
Subtotal		58718

C Concourse	Floor Type	Square Footage
Air Comm	Anti Static Tile	1398
Air Comm	VCT	256
Operations	Carpet	4970
Operations Break Room	VCT	452
Maintenance Offices	Carpet	1361
Maintenance Offices	VCT	811
Corridors	VCT	4317
Restrooms	Ceramic Tile	1880
Subtotal		15445

C Concourse	Floor Type	Square Footage
Elevator Lobby 2C19	VCT	139
Stairs 2C16	Concrete	445
Screening Area Corridor	Terrazzo	1523
TSA Screening Area	Terrazzo	7789
Circulation Area	Terrazzo	10752
Gate Hold Areas	Carpet	20501
Restrooms	Ceramic Tile	1642
Elevator Lobby 2C43	VCT	183
Subtotal		42974

D Concourse	Floor Type	Square Footage
APD Corridor/Lunch Room	VCT	2924
APD Offices	Carpet	3201
APD Restroom/Locker Rooms	Ceramic Tile	1071
Corridors	VCT	2849
Restrooms	Ceramic Tile	924
D9 Gate Area	Carpet	2494
D9 Restrooms	Ceramic Tile	764
Subtotal		14227

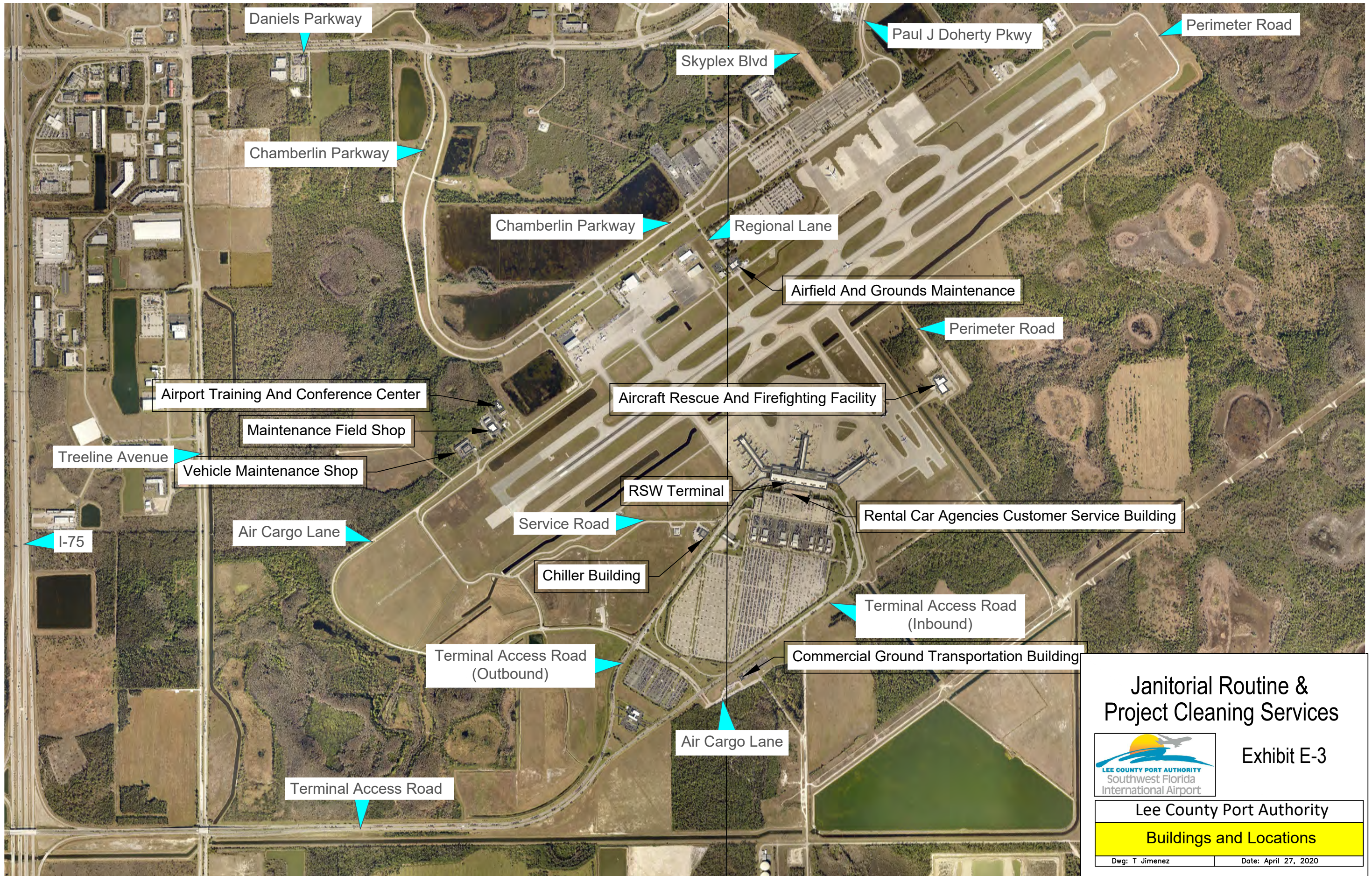
D Concourse	Floor Type	Square Footage
Screening Area Corridor	Terrazzo	1071
TSA Screening Area	Terrazzo	8749
Circulation Area	Terrazzo	15369
Gate Hold Areas	Carpet	25299
Stairs to Gate D9	Terrazzo	130
Restrooms	Ceramic Tile	2889
Corridor 2D17	VCT	232
Elevator Lobby 2D46	VCT	182
Subtotal		53921

3rd Floor	Floor Type	Square Footage
Offices and Corridors	Carpet	36810
Restrooms	Ceramic Tile	1617
Lobby Area	Tile	710
Storage/Break rooms/Lunch Rooms	VCT	1884
Stairs	Concrete	211
Subtotal		41232

Passenger Boarding Bridges (27)	Carpet	16200
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RAC Building	Floor Type	Square Footage
Circulation Area	Terrazzo	19290
Restrooms	Terrazzo	913
Subtotal		20203

Elevators	Metal	1189
Escalators	Metal	2600



**Janitorial Routine &
Project Cleaning Services**

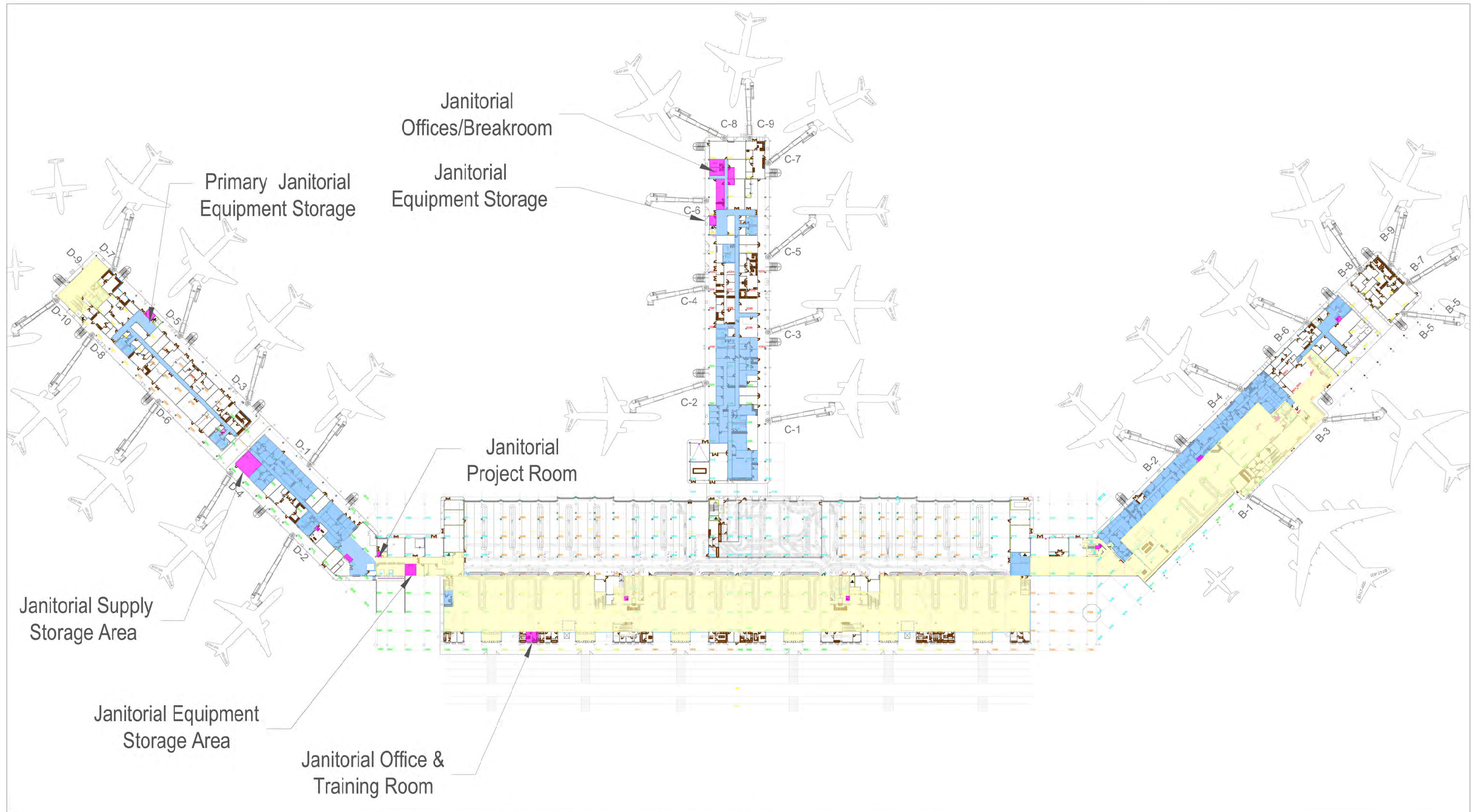
Exhibit E-3



Lee County Port Authority

Buildings and Locations


Dwg: T Jimenez	Date: April 27, 2020
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Janitorial Routine & Project Cleaning Services

Exhibit E-4

 Janitorial Use Spaces

 Public - Cleanable Areas
(124,679 Square Feet Total)

 Non-Public - Cleanable Areas
(45,238 Square Feet Total)

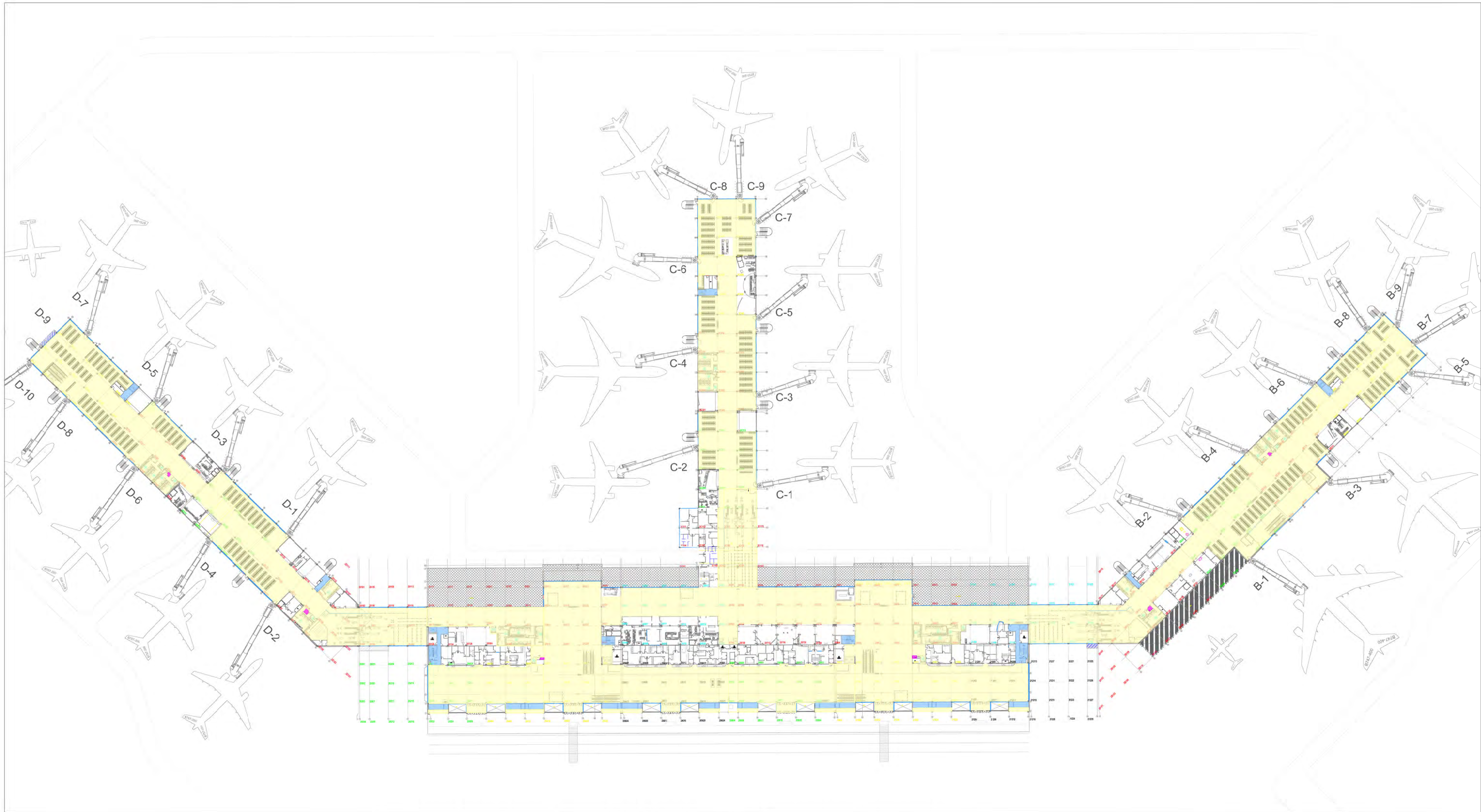
Lee County Port Authority

Terminal Bldg 1st Floor (ARRIVALS)
11000 Terminal Access Rd, Fort Myers, FL 33913

Dwg: T Jimenez

Date: April 27, 2020





Janitorial Routine & Project Cleaning Services

Exhibit E-5



Janitorial Use Spaces

Public - Cleanable Areas
(271,067 Square Feet Total)

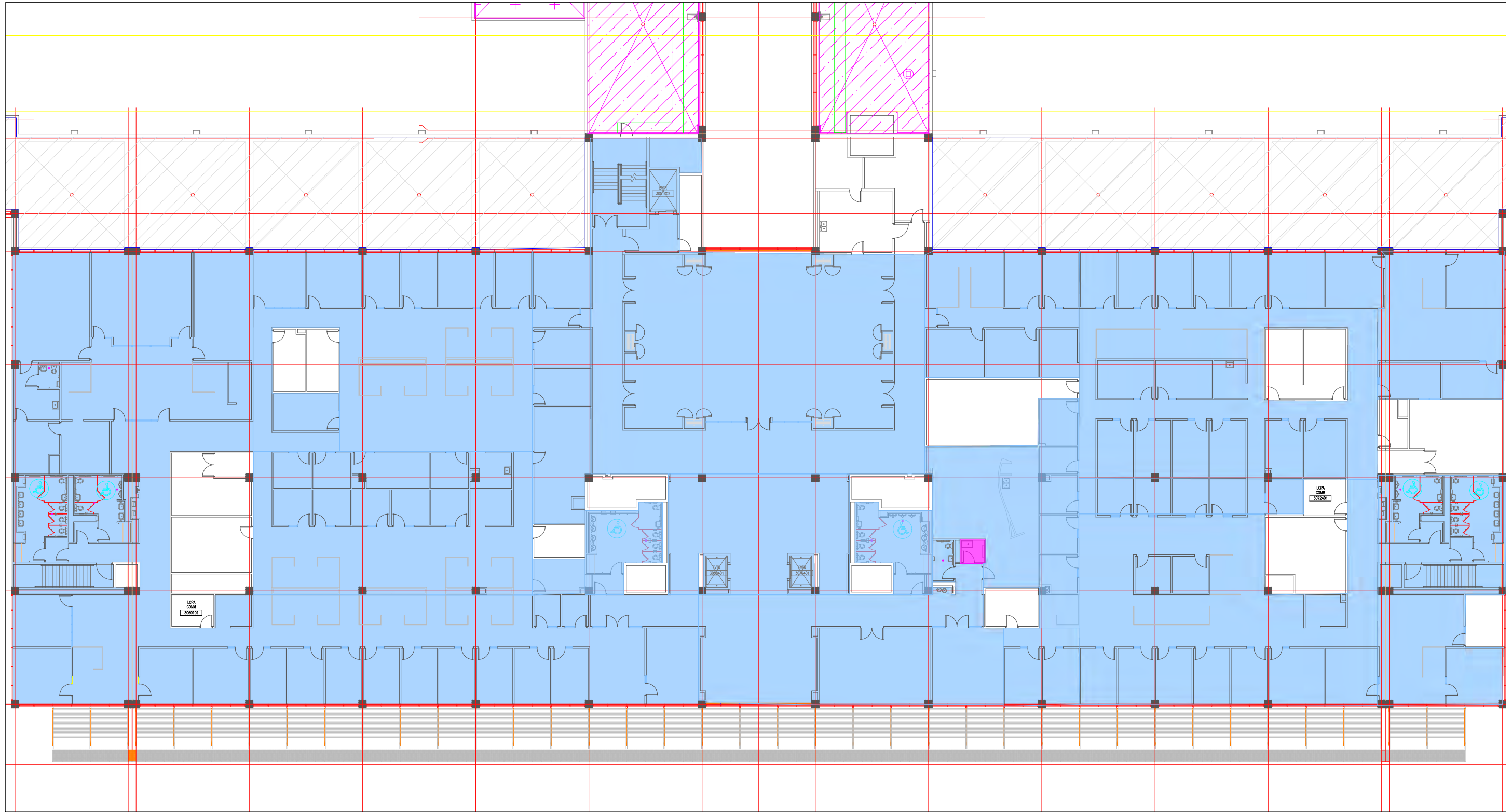
Non-Public - Cleanable Areas
(6,580 Square Feet Total)

Lee County Port Authority

Terminal Building 2nd Floor (DEPARTURES)
11000 Terminal Access Rd, Fort Myers, FL 33913

Dwg: T Jimenez

Date: April 27, 2020



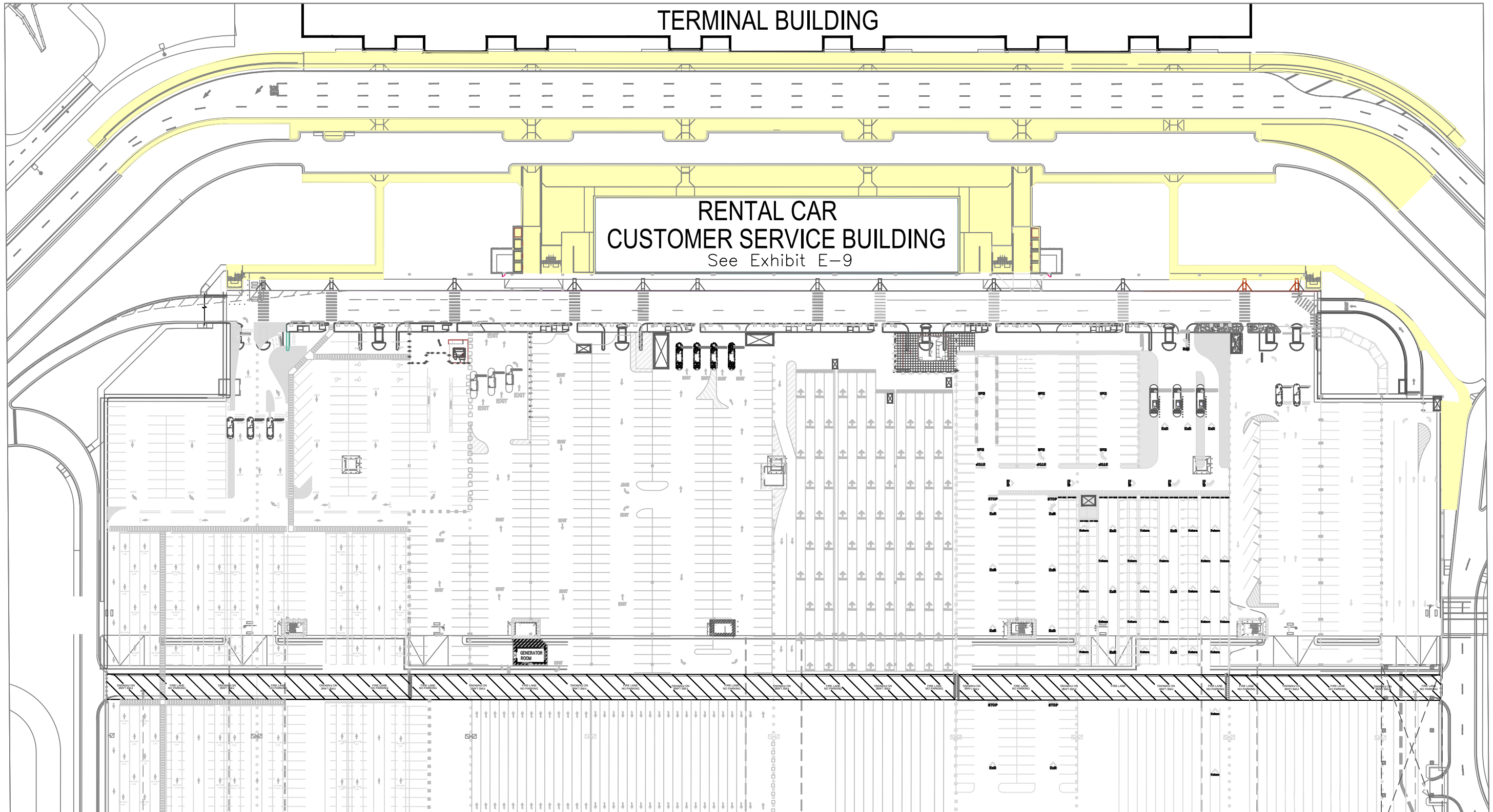
Janitorial Routine & Project Cleaning Services

Exhibit E-6

- Janitorial Use Spaces
- Non-Public - Cleanable Areas
(41,232 Square Feet Total)

Lee County Port Authority	
Terminal Building 3rd Floor (Mezzanine) 11000 Terminal Access Rd, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020



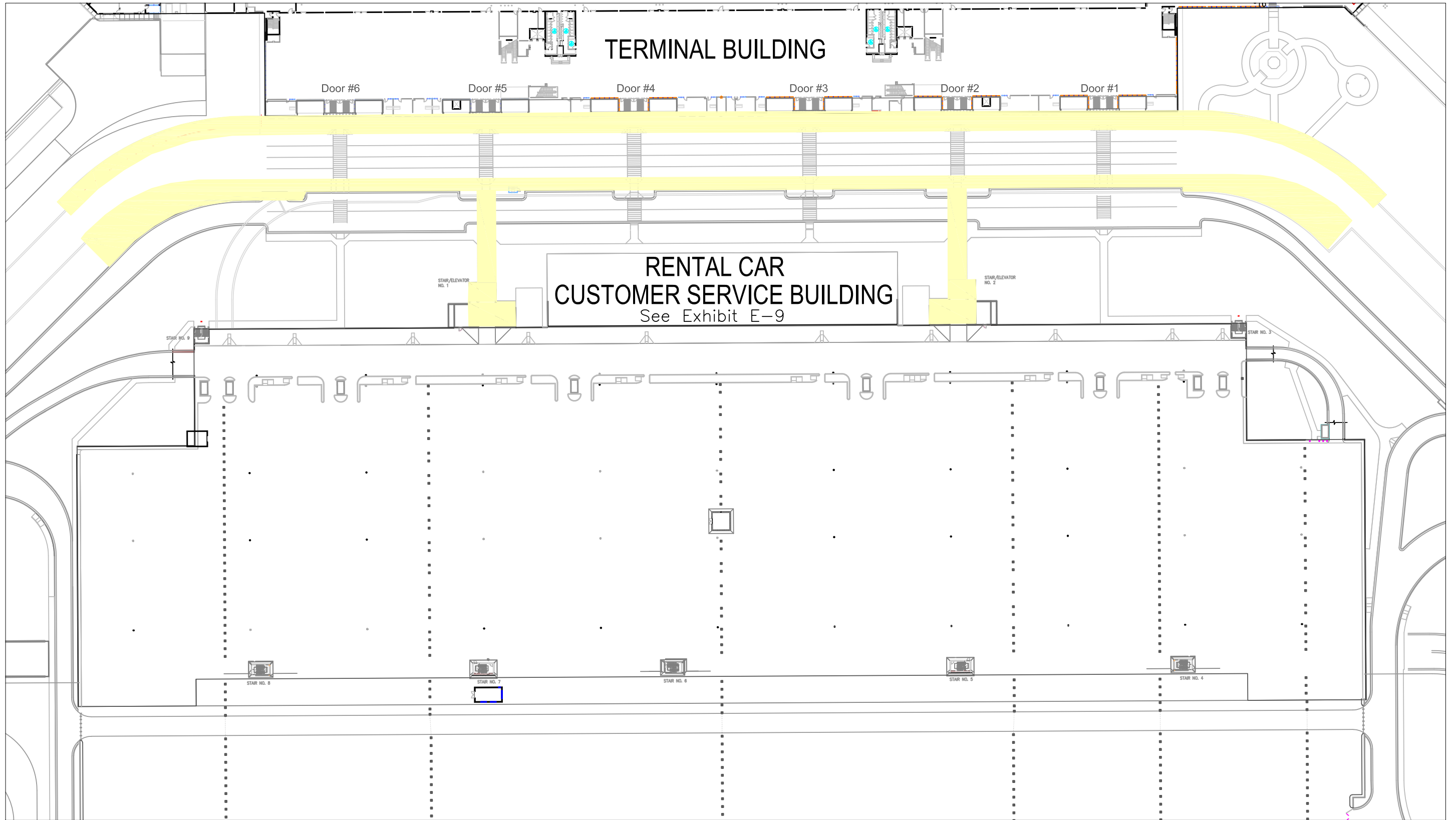


Janitorial Routine & Project Cleaning Services Exhibit E-7

Public - Cleanable Areas
 (84,501 Square Feet Total)

Lee County Port Authority	
1st Flr Terminal Front, RAC Parking Garage	
11000 Terminal Access Rd, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





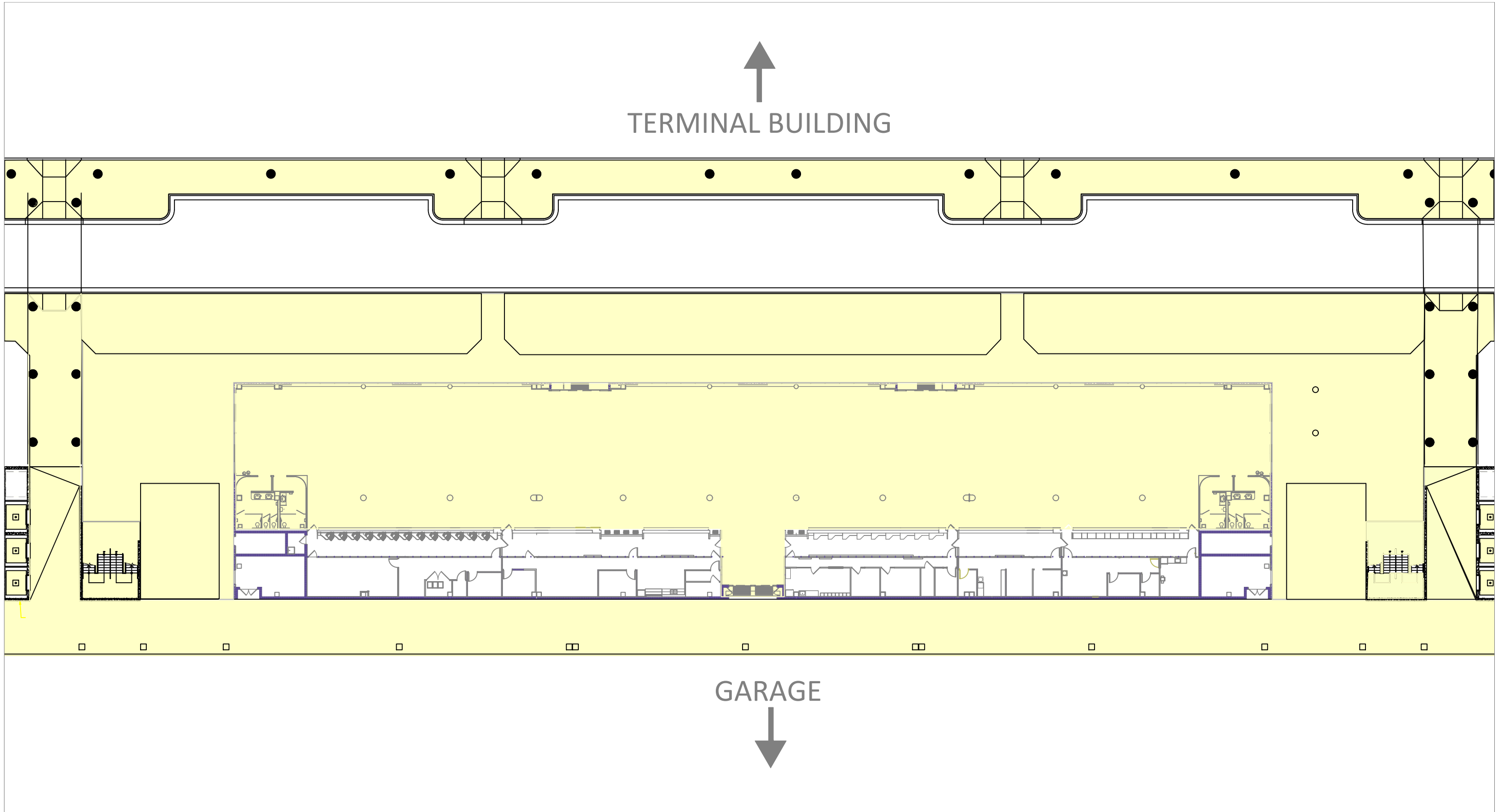
Janitorial Routine & Project Cleaning Services

Exhibit E-8

Public - Cleanable Areas
(57,702 Square Feet Total)

Lee County Port Authority	
2nd Flr Terminal Building Front, Pkg Garage	
11000 Terminal Access Rd, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





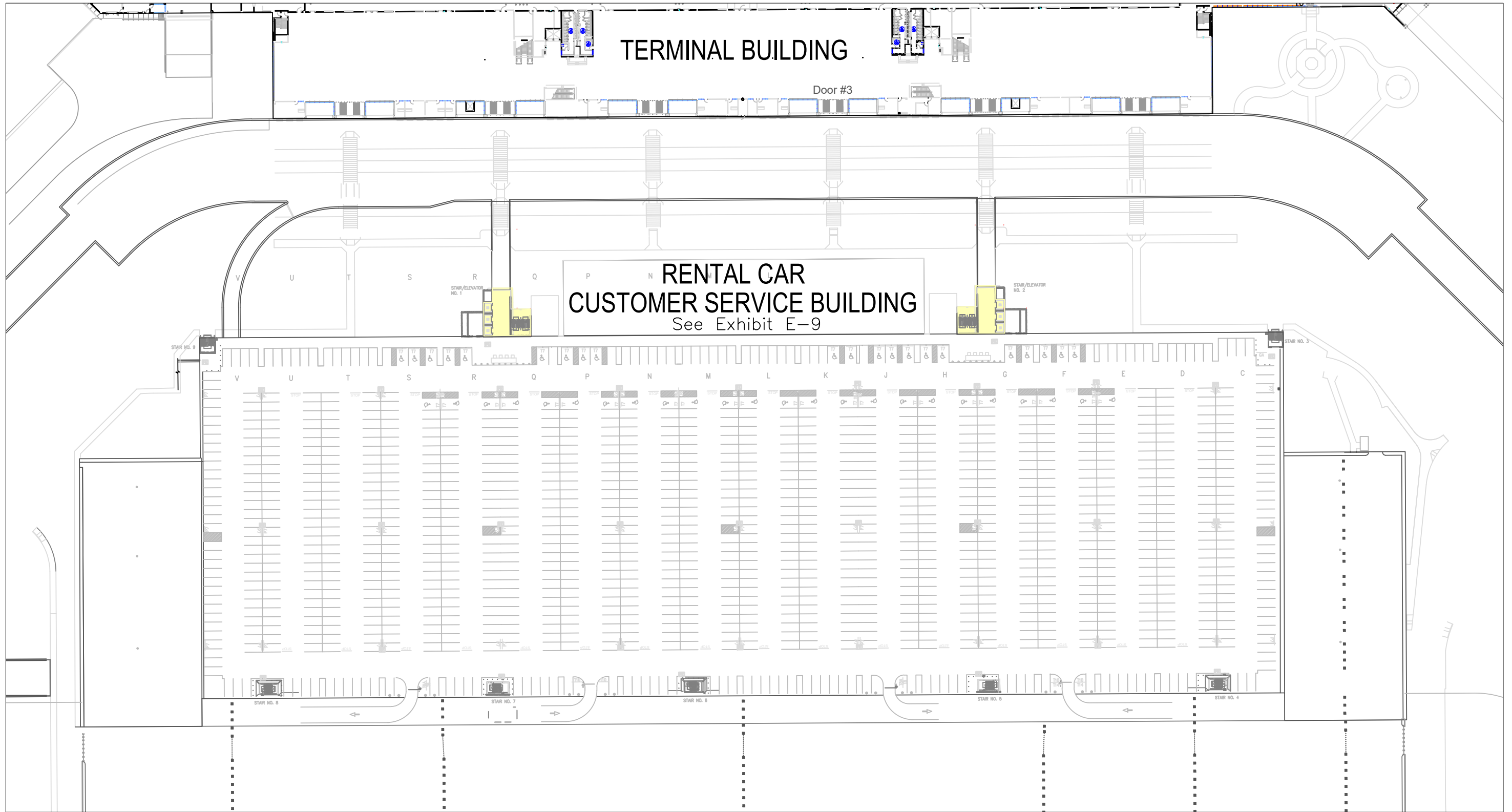
Janitorial Routine & Project Cleaning Services

Exhibit E-9

Public - Cleanable Areas
(20,203 Square Feet Total)

Lee County Port Authority	
Rental Car Customer Service Building	
11001 Terminal Access Rd, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





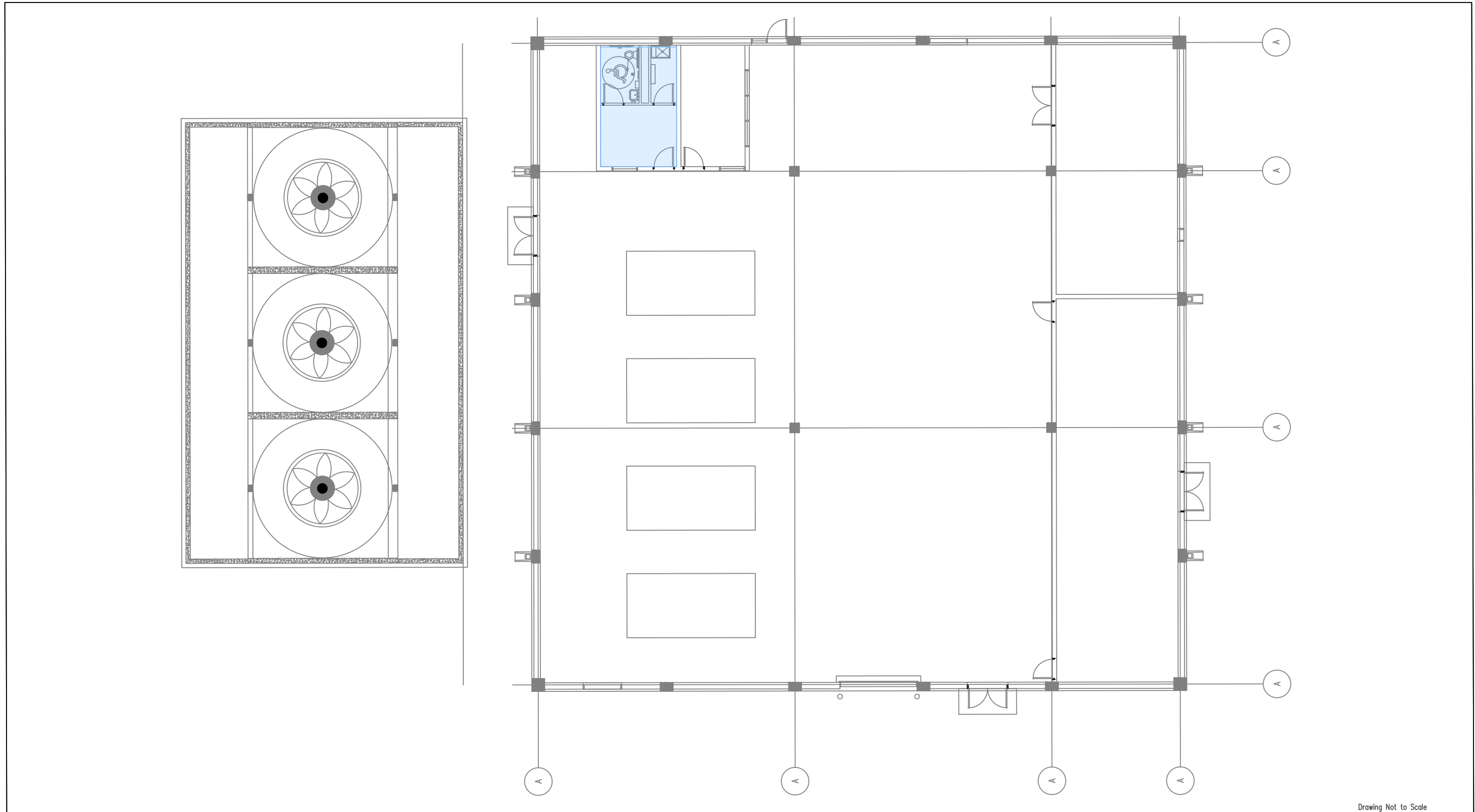
Janitorial Routine & Project Cleaning Services

Exhibit E-10

Public - Cleanable Areas
(3,421 Square Feet Total)

Lee County Port Authority	
3rd Floor Parking Garage (Short-Term)	
11000 Terminal Access Rd, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





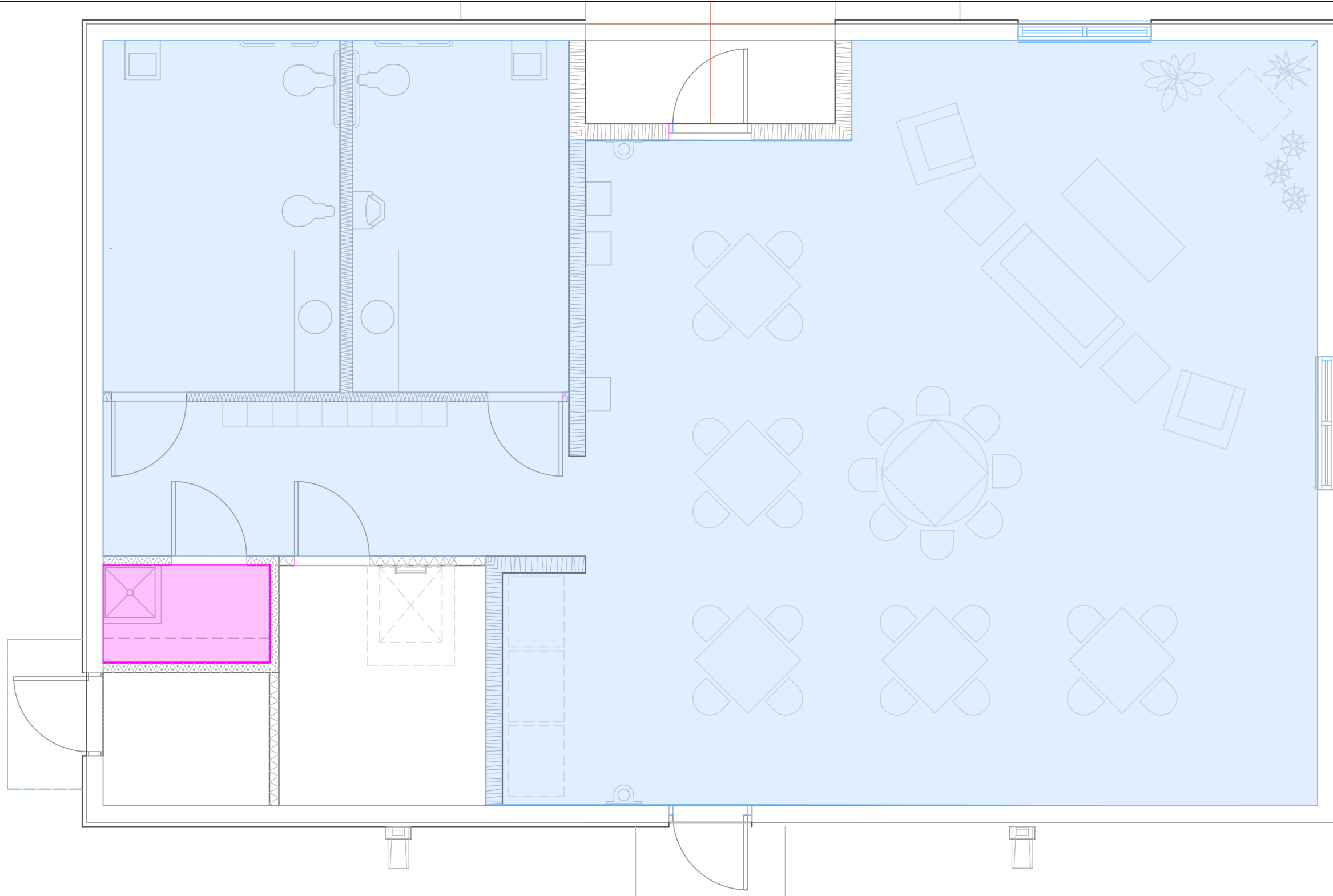
Janitorial Routine & Project Cleaning Services

Exhibit E-11

Non-Public - Cleanable Areas
(195 Square Feet Total)

Lee County Port Authority	
Airport Chiller Building (Central)	
15001 Service Road, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





Drawing Not to Scale

Janitorial Routine & Project Cleaning Services

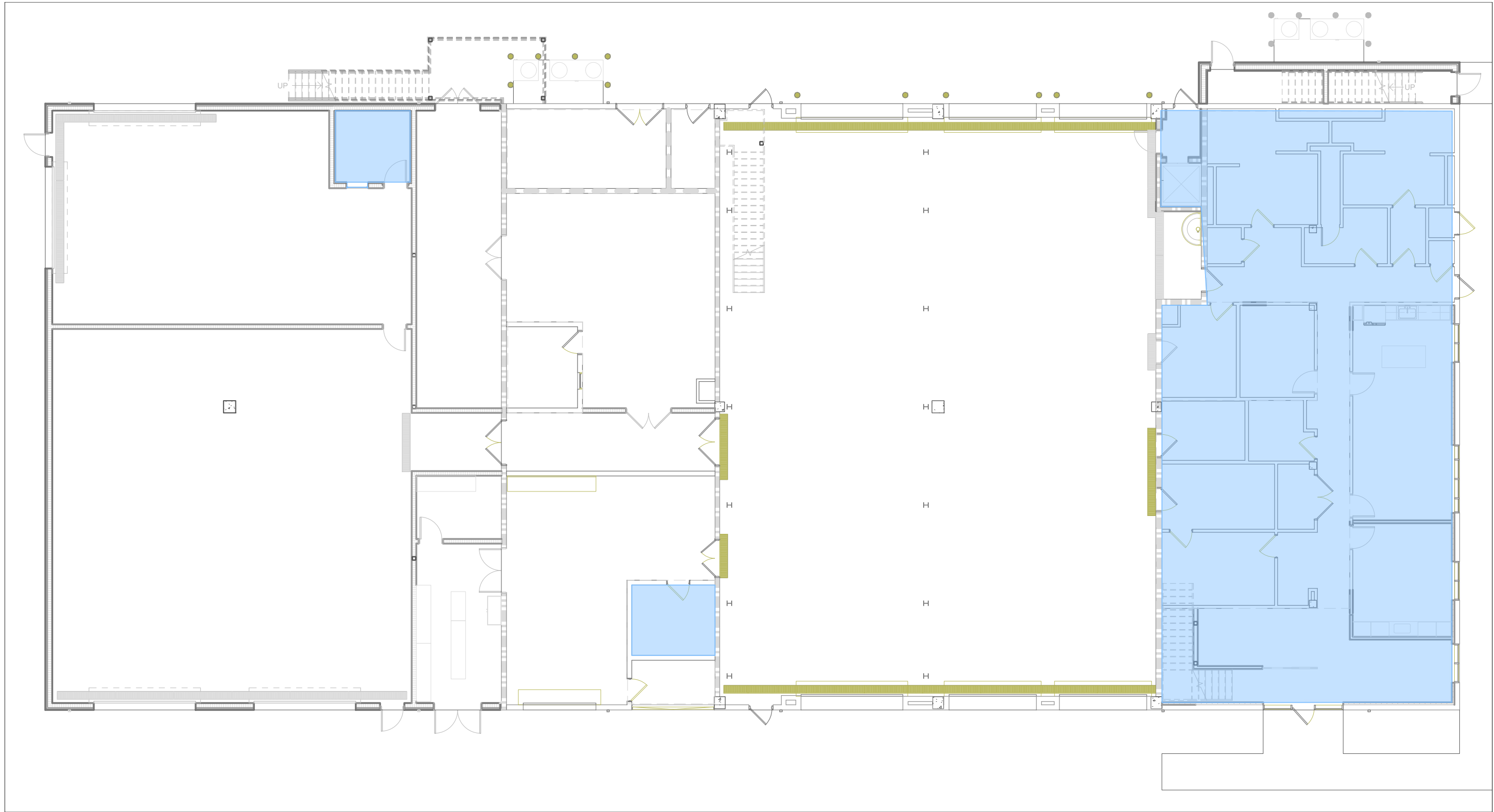
Exhibit E-12

Janitorial Use Spaces

Non-Public - Cleanable Areas
(1,203 Square Feet Total)

Lee County Port Authority	
Commercial Ground Transportation Building (West) 15501 Air Cargo Lane, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





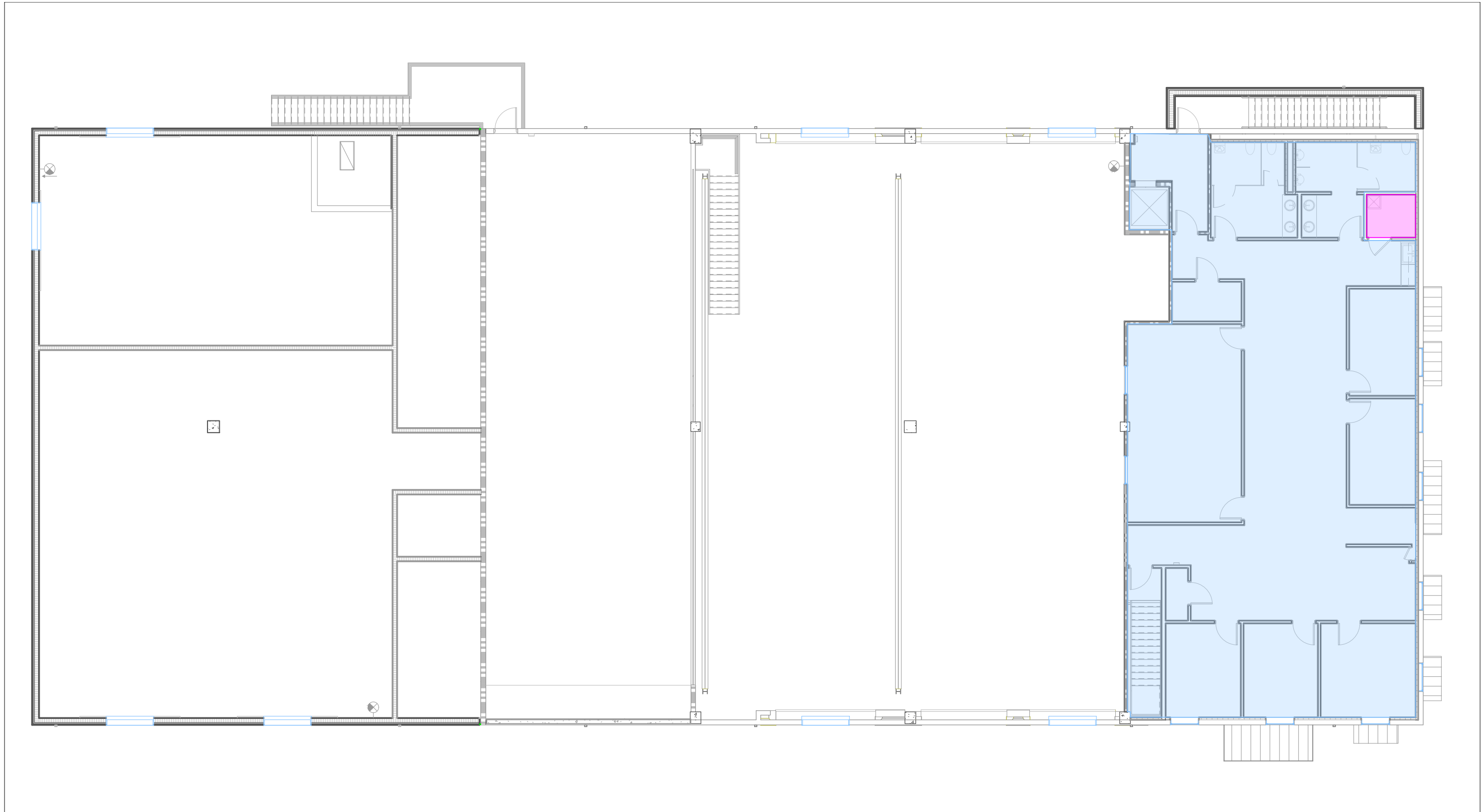
Janitorial Routine & Project Cleaning Services

Exhibit E-13

Non-Public - Cleanable Areas
(3,244 Square Feet Total)

Lee County Port Authority	
Vehicle Maintenance Bldg. 1st Floor (North)	
15910 Air Cargo Lane, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





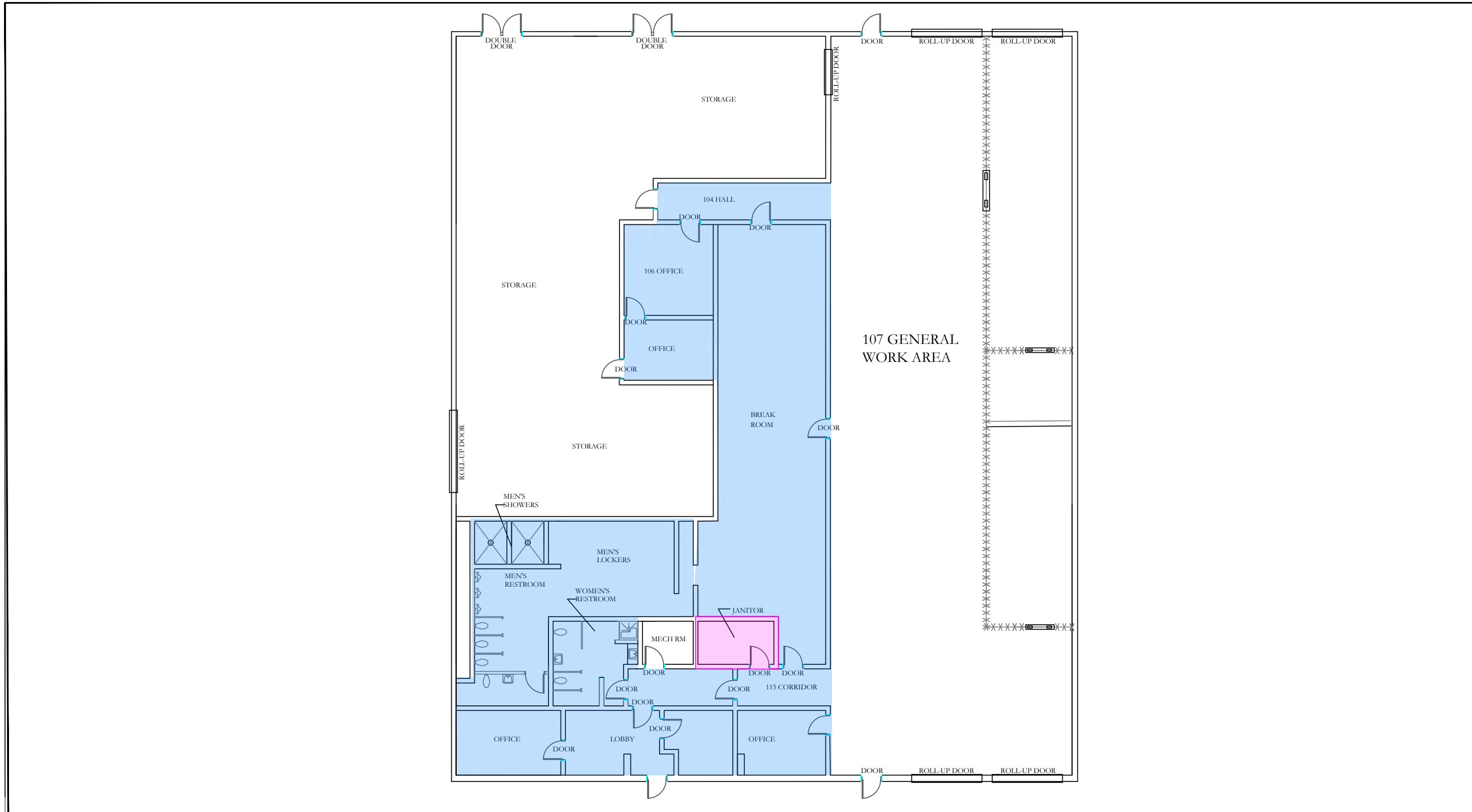
Janitorial Routine & Project Cleaning Services

Exhibit E-14

- Janitorial Use Spaces
- Non-Public - Cleanable Areas
(3,012 Square Feet Total)

Lee County Port Authority	
Vehicle Maintenance Shop -2nd Floor (North)	
15910 Air Cargo Lane, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





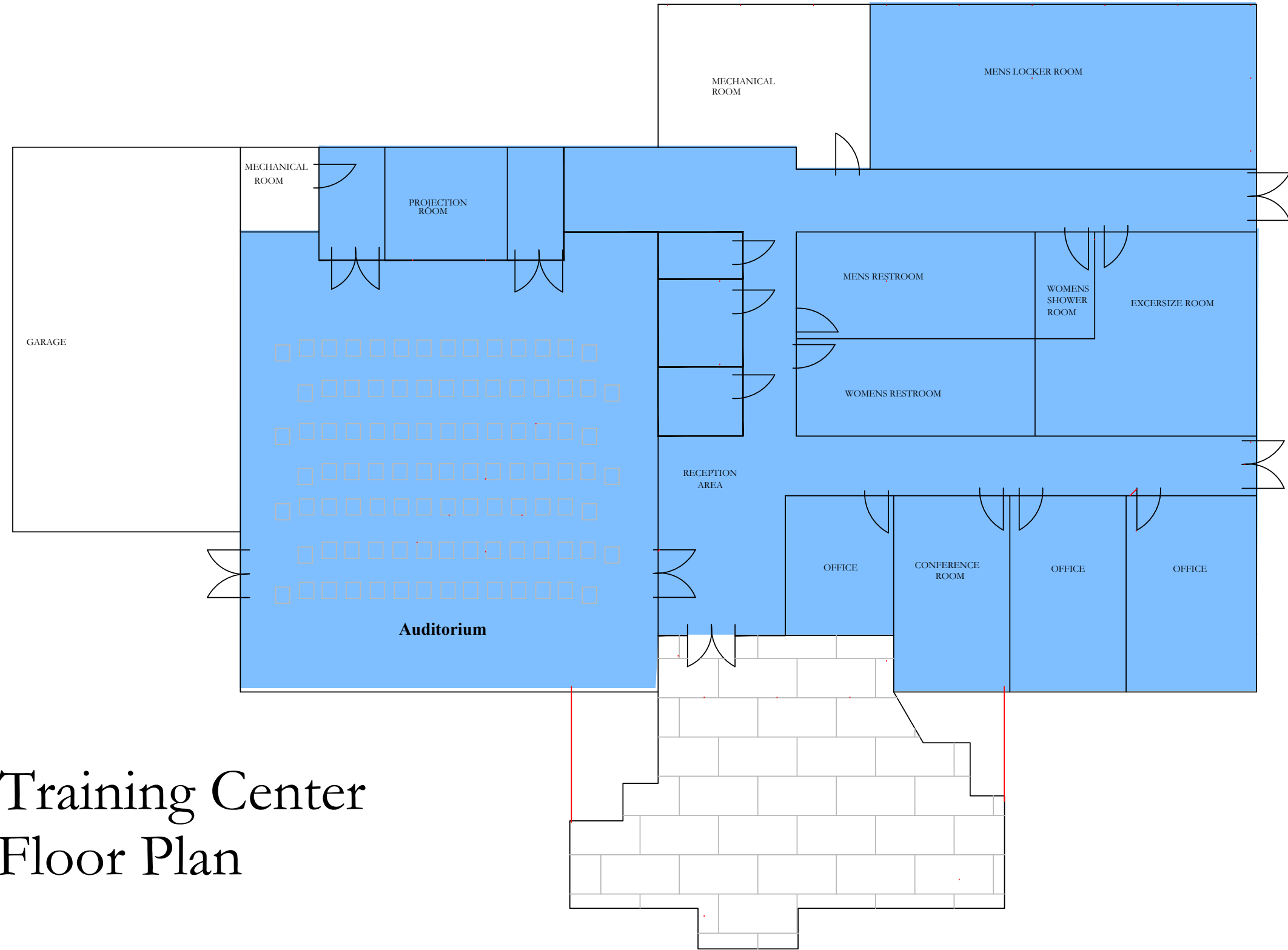
Janitorial Routine & Project Cleaning Services

Exhibit E-15

- Janitorial Use Spaces
- Non-Public - Cleanable Areas (3,395 Square Feet Total)

Lee County Port Authority	
Airport Maintenance Field Building (North)	
15920 Air Cargo Lane, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





Training Center Floor Plan

Janitorial Routine & Project Cleaning Services

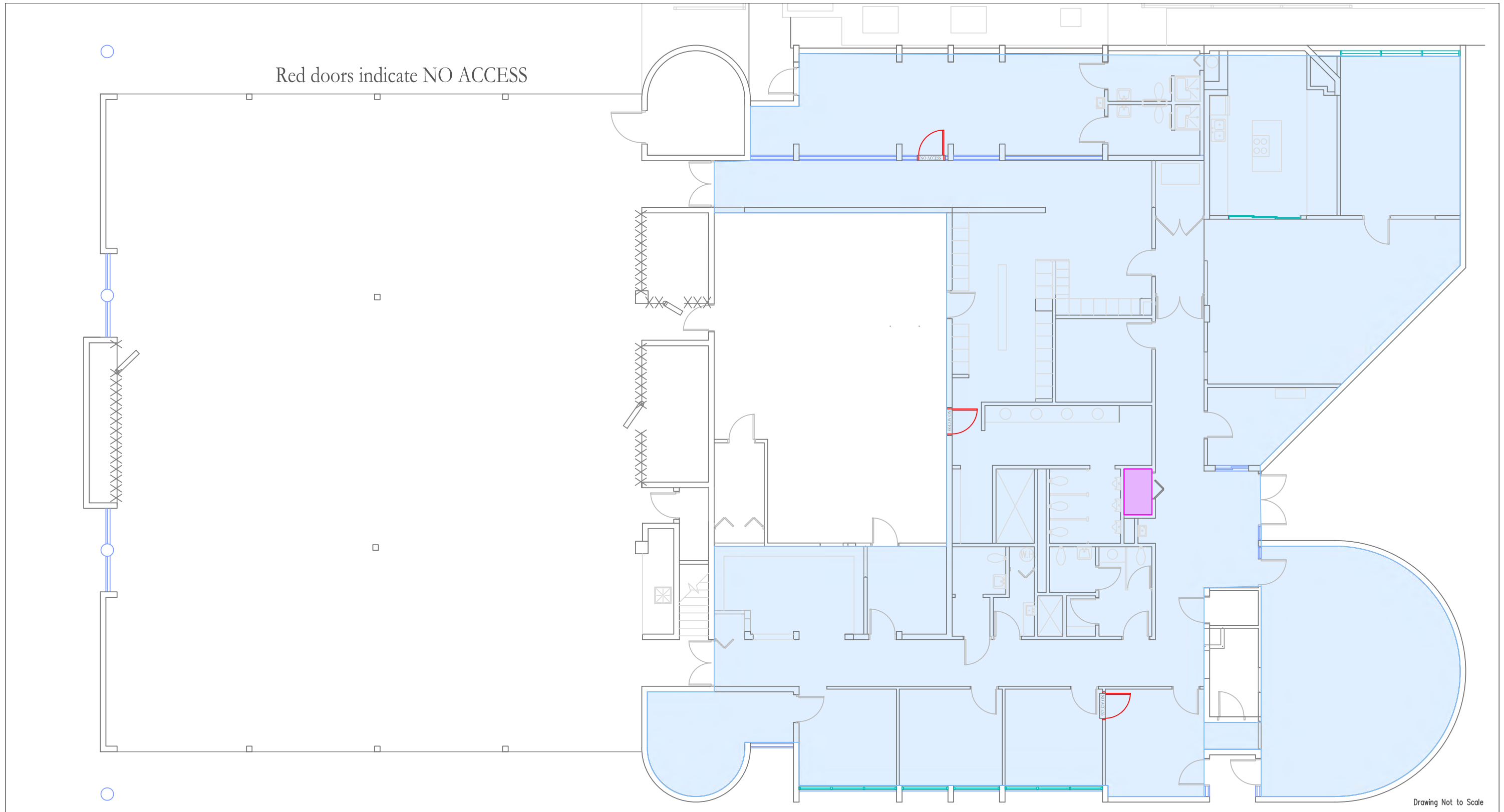
Exhibit E-16

Janitorial Use Spaces

Non-Public - Cleanable Areas
(6,849 Square Feet Total)



Lee County Port Authority	
Airport Training & Conference Center (North) 15924 Air Cargo Lane, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020



Janitorial Routine & Project Cleaning Services

Exhibit E-17

Janitorial Use Spaces

Non-Public - Cleanable Areas
(5,961 Square Feet Total)

Lee County Port Authority	
Airfield & Grounds Maintenance Building (North) 11901 Regional Lane, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020





Janitorial Routine & Project Cleaning Services

Exhibit E-16

- Janitorial Use Spaces
- Non-Public - Cleanable Areas
 (14,659 Square Feet Total)

Lee County Port Authority	
Airfield Rescue & Firefighting Facility - Sta 92 (Central)	
17211 Perimeter Road, Fort Myers, FL 33913	
Dwg: T Jimenez	Date: April 27, 2020



EXHIBIT F

CURRENT EQUIPMENT LIST

Manufacturer	Description	Model	Purchase Date
Unit Scrubbers			
Tennant	Walk behind	T5	8/9/2009
Tennant	Walk behind	T5	9/10/2010
Tennant	Walk behind	T5	7/11/2011
Tennant	Walk behind	T5	9/1/2013
Tennant	Walk behind	T5	3/14/2014
Tennant	Riding	T7	8/9/2009
Tennant	Riding	T7	9/10/2010
Tennant	Riding	T7	9/1/2013
Tennant	Riding	T7	9/1/2013
Tennant	Riding	T7	9/18/2018
Tennant	I-Mop Scrubber	Battery powered	9/17/2017
Tennant	I-Mop Scrubber	Battery powered	3/5/2018
Tennant	I-Mop Cart		9/17/2017
Tennant	I-Mop Cart		9/1/2017
Tennant	I-Mop Cart		3/5/2018
Tennant	I-Mop Cart		3/5/2018
Tennant	I-Mop Cart		3/5/2018
Unit Burnishers			
Tennant#6	Electric	BR-2000 DC	9/1/2013
Tennant#7	Electric	BR-2000 DC	9/1/2013
Tennant#8	Electric	BR-2000 DC	9/1/2013
Tennant#10	Battery	BR-10	12/14/2014
Tennant#11	Battery	BR-10	10/1/2017
Unit Extractors			
Tennant	Carpet Extractor	EX-Can-15	6/13/2013
Tennant	Carpet Extractor	EX-Can-15	6/13/2013
Tennant	Carpet Extractor	EX-Can-10	9/1/2013
Tennant	Carpet Extractor	EX-Can-10	9/1/2013
Tennant	Carpet Extractor	9004192	10/17/2017
Tennant	Carpet Extractor	9004192	10/17/2017
Tennant	Carpet Extractor	E5	10/17/2017
Tennant	Carpet Extractor	E5	10/17/2017
Tennant	Carpet Extractor	1610	10/17/2017
Tennant	Carpet Extractor	1610	10/17/2017
Unit Reel Cleaners			
Advance	Reel Cleaner		8/13/2013
Advance	Reel Cleaner	56108050	3/14/2014
Advance	Reel Cleaner	56108050	10/15/2015
Advance	Reel Cleaner	56108050	9/16/2016
Advance	Reel Cleaner	56108050	9/17/2017
Advance	Reel Cleaner	56108050	9/17/2017

Carpet Vacuums			
Windsor	18" Upright Vac	VSP-18	9/1/2013
W Versamatic	18" Upright Vac	VSP-18	3/17/2017
W Versamatic	18" Upright Vac	VSP-18	3/17/2017
W Versamatic	18" Upright Vac	VSP-18	9/19/2019
W Versamatic	18" Upright Vac	VSP-18	9/19/2019
Windsor	Carpet Maint	WF802-M03C	9/1/2013
Windsor	Carpet Maint	WI802-M03C	9/1/2013
Leeson	Pile Brush	C6B17DB10E	9/1/2013
Leeson	Pile Brush	C6B17DB10E	11/18/2019
Tennant	Walk behind	S5	10/1/2017
Tennant	Walk behind	S5	10/1/2017
Tennant	Walk behind	S5	10/1/2017
Tennant	Walk behind	V-WA-30	9/18/2018
Tennant	Walk behind	V-WA-30	9/18/2018
Escalator Equipment			
TreadMaster	Escalator cleaner		9/1/2013
Duplex	Escalator cleaner	D550	1/1/2009
Buffers			
Viper	Buffer	VN1715	8/12/2012
Viper	Buffer	VN1715	9/1/2013
Viper	Buffer	VN1715	9/1/2013
Viper	Buffer	VN1715	9/1/2013
Viper	Buffer	V N1715	3/14/2014
Tennant	FLOOR CLEANER	R-14	9/18/2018
Tennant	FLOOR CLEANER	R-14	9/18/2018
Wet Vacs.			
Renown	Wet/Dry Vac		9/9/2009
Blowers			
Saniare	Air Blower	SC6053	5/1/2016
Saniare	Air Blower	SC6053	5/1/2016
Saniare	Air Blower	SC6053	5/1/2016
Saniare	Air Blower	SC6053	5/1/2016
Saniare	Air Blower	SC6053	5/1/2016
Saniare	Air Blower	SC6053	5/1/2016
Back Vacs.			
Tennant	Back Vac	VBP10	5/1/2015
Tennant	Back Vac	VBP10	5/1/2015
Tennant	Back Vac	VBP10	5/1/2015
Upright Vac			
Perfect	Upright Vac	P-103	2/1/2015
Perfect	Upright Vac	P-107	5/1/2017
Perfect	Upright Vac	P-107	5/1/2017
Pressure Washers			
VAPamore	STEAM CLEANER	M2-1000	9/18/2018
VAPamore	STEAM CLEANER	M2-1000	9/18/2018

Pallet Jacks			
Pramac	Pallet truck	GX565AUV00	8/13/2013
Miscellaneous Equipment			
Ladders	(2) 9' -(1) 6' -(1) 4'		n/a
Ladders	(1) 6'		n/a
Miscellaneous Vehicles			
Ford	2018 Ford Pkup	F150	9/1/2018
Ford	2016 Ford Pkup	F150	9/1/2016
Ford	2013 Ford Pkup	F150	9/1/2013
Golf Cart	EZ Go Gas		5/1/2005
Golf Cart	Battery Op		5/10/2010
Golf Cart	EZ Go Gas		5/1/2010

EXHIBIT G1
STANDARD PROCEDURES FOR ROUTINE CLEANING

The procedures depicted in this exhibit are historical representations of the previous Provider's ability to maintain expected cleaning standards at RSW, as approved by the Authority. The Provider may be required to modify cleaning procedures, frequencies, materials, and equipment as agreed upon between the Authority and the Provider.

1. Procedure 1 – Clean Interior Public Areas (First and Second Shifts)

- A. Use a long-handled microfiber dust mop to sweep dirt and dust from the terrazzo tile floors, and use a long-handled dust pan and broom to pick-up any trash dropped on floors, stairways, elevators, and escalators.
- B. Empty waste receptacles and replace torn or soiled plastic liners. Empty Recycle Containers and deliver recycled materials to the proper staging area for delivery to the bulk recycling compactors. Clean the outside of the ash/trash/recycling units if any soil, ash, spills, or streaks are evident.
- C. Spot-clean spills immediately upon observing such spill or water accumulation using the appropriate technique for spot/spill treatment. Large spills or water accumulation, i.e., those where the clean-up effort would substantially impact the passenger flow or would in any way put passengers at risk, will be blotted dry to prevent a slipping hazard and will be mopped up, or if on the carpet, referred to the designated spotter and/or third shift for detail cleaning. If the spill is wet or slippery, or due to its nature (e.g., paint) must be fully treated immediately, the area shall be isolated from the public using industry-appropriate barricades approved by the Authority during treatment and drying.
- D. All first and second shifts custodial personnel assigned this procedure will be equipped with the necessary chemicals and equipment for gum removal, and it will be their responsibility to find and remove gum at all times.
- E. Spot-clean glass windows or partitions 12' and below as needed. Spot clean all vertical and horizontal surfaces as needed.
- F. Remove all debris from seats, tables and floor at seating units, taking care that the material is abandoned before removing.
- G. Police interior planters, sign barges, information displays, advertising millwork, exterior FIDS displays – remove debris and clean/dust tops and sides as needed.
- H. Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

*Note: Custodial personnel shall be polite and helpful to the public at all times.

2. Procedure 2 – Public Restroom Areas (First and Second Shifts)

- A. Empty waste receptacles. Pick up any litter.
- B. Replace any disposable plastic liners which are soiled or torn.
- C. Supply and re-stock toilet paper, paper towels, toilet seat covers, feminine products, and hand soap or foam, as applicable and necessary.
- D. Clean soiled basins, toilets, or urinals, with paper towel and cleaner disinfectant solution in plastic spray-bottle; dry toilet seats with paper towel (use lotion-type cleanser on heavy soil).
- E. Clean spills with mop and cleaner-disinfectant solution.
- F. Use a plumber's plunger to unclog a clogged toilet.
- G. Report any malfunctions or repair items noted to the Shift Supervisor, Crew Leader, Manager or Authority Maintenance Department as appropriate.

- H. At a minimum, each public restroom shall have Items A through G above accomplished approximately every thirty (30) minutes, less often in lower demand restrooms and more often in higher demand restrooms. Provider shall formulate a methodology for optimizing the cleaning frequencies of public restrooms based on demand, flight activity, and historical trends, as appropriate.

3. Procedure 3 – Sidewalks and Patio Areas (First, Second, and Third Shifts)

- A. Police all outside areas to include the service drive tunnel and front of upper and lower level terminal from plate glass to the opposite side of roadway, including the Gazebo on east end of the terminal building, the pedestrian bridges and crosswalks to the parking garage, the commercial curb, rental car curb and courtyard areas, designated public smoking areas, designated employee smoking areas, main public parking garage stairwells, and public parking garage elevator landings.
- B. Police and sweep the service drive tunnel, service drive vending areas, and all airside sidewalks areas; and, the airside ramp areas (weekly) from the building to ten (10') feet from the curb around the entire perimeter of the AOA terminal areas.
- C. Empty all waste receptacles; wipe out soiled waste receptacles with treated or damp cloth. Replace any disposable plastic liners, which are soiled or torn. Clean sand urns and strain sand; replace sand as needed. Wash waste receptacles as necessary to remove any soil, inside or outside.
- D. Remove any litter, chewing gum or discarded boxes from sidewalks, streets, stairwells, elevator landings and curb areas. Store discarded boxes in designated areas, and transport such boxes each shift to cardboard compactor.
- E. Dust benches, including brackets and legs underneath. Remove any gum or stickers.
- F. Police exterior Curb Areas *
- G. Push and remove standing water as needed.
- H. Power clean sidewalks, joints and tile walls at least weekly on the third shift.
- I. Power clean concrete vertical structures, concrete planters and planter walls at least weekly on the third shift.

*Note: Caution must be used to avoid damaging skycap podiums, scales, and related equipment; baggage handling system introduction points, doors and components; public-use bag cart rental machines; and, expansion joints, caulking and sealants. Direct pressure cleaning of these areas must be avoided.

- J. Personnel assigned to Procedure 3 shall wear a bright orange reflective safety vest on the outside of all other clothing at all times.

4. Procedure 4 – Restrooms (Third Shift)

DAILY:

- A. Empty waste containers into the waste bag on the cart. Transport to trash staging cart or designated area(s) at the end of each shift, or at another convenient time as needed. Replace any soiled or torn disposable trash liners.
- B. Re-supply toilet paper, feminine products, paper towels and hand soap/foam, as applicable.
- C. Clean mirrors with glass cleaner in plastic spray bottles and clean microfiber cloth. Do not use paper towels.
- D. Clean basins, shelves, hardware, spot-clean partitions and walls with cloth or sponge wet with cleaner-disinfectant solution in plastic pail or in plastic spray bottles. Use lotion-type cleaner and cloth or sponge for removing stains or heavy soil, especially on basins. Rinse after use of cleaner. On walls and partitions, wipe dry with damp cloth to prevent streaks.
- E. Clean inside of bowls and urinals with bowl mop, using the cleaner-disinfectant solution from a spray bottle or poured from plastic pail over the mop.

- F. Clean toilet seats and outside of toilets and urinals with cloth or sponge and cleaner disinfectant solution in plastic pail or from a plastic spray bottle. Wipe seats dry with cloth.
- G. Spot-clean stainless steel and chrome surfaces. Wipe dry first, and then use a cloth dampened with stainless steel cleaner.
- H. Wash waste containers as needed, or at least weekly.
- I. Remove trash from the floor by sweeping with a broom and picking up with a dustpan.
- J. Mop floor, using cleaner-disinfectant solution microfiber flat mop. Pick up a solution with dry mop. Once each week or as needed, the floors should be rinsed after mopping, using clear water. Clean all floor line grout using an approved cleaning solution and process.
- K. Remove and clean the floor mats at least weekly, or as necessary, to clean debris and stains from the mat fabric, and in between the mat grooves. Dry thoroughly before replacing to the designated location in the restroom.

WEEKLY:

- A. Clean underside of basins with cloth/sponge and cleaner-disinfectant solution. Clean hardware underneath using cloth with stainless steel cleaner and wipe dry.
- B. Descale fixtures, using mild acid-type bowl cleaner, being certain to keep bowl cleaner inside of fixtures.

NOTE: Use plumber's plunger to unclog a clogged toilet. Report any stoppage or leaks that cannot be corrected to Shift Supervisor or Crew Leader.

5. Procedure 5 – Elevators (Third Shift)

DAILY:

- A. Sweep and mop tiled or stainless steel grate floors to remove soil, stains, or gum.
- B. Clean door track with tank-type vacuum cleaner and/or wire brush as necessary. Also use a broom to clean next to the wall to remove all dirt and debris.
- C. Clean stainless steel elevator walls, control panels (no water), and elevator doors with clean microfiber cloth. Spot-clean daily to remove marks and smudges and clean completely on a weekly basis. Use a small amount of stainless cleaner and polish on stainless steel surfaces, as needed and then rub dry.

WEEKLY:

- A. Sweep and mop hard surface tile or steel grate floors.
- B. Clean ceiling surfaces, and remove ceiling tiles to clean dirt, bugs, debris from the top and interior tracks of any transparent ceiling tile sections.

6. Procedure 6 – Public Areas (Third Shift)

DAILY:

- A. Remove cold material from ashtrays into a waste receptacle or waste bag. Empty any waste from trash receptacles into trash bags on cart. Wipe out soiled waste receptacles with treated or damp cloth. Clean sand urns and strain sand; replace sand as needed and clean edges of sand urns. Replace plastic liners which are torn or soiled. Wash waste receptacles to remove any soil, inside and outside.
- B. Police planters. Spot clean as needed.
- C. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.
- D. Dust artwork with dusting tool – use caution for sensitive artwork.
- E. Clean smudges and soil from glass doors and windows, using a glass cleaner in a spray bottle and a clean cloth.
- F. Vacuum clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for less open areas. Use tank-type backpack vacuum cleaners under furniture and in areas where other machines cannot reach.

- G. Spot-clean carpets to remove spots and stains using the manufacturer's approved process and spot kit materials. Use manufacturer's recommended gum removing product or other Authority approved product to remove chewing gum.
- H. Dust mop terrazzo tile and resilient floors with a large width, dry dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. Vacuum dust mop head periodically to remove dust when able, or shake out into an empty plastic bag, with mop head in the bag – replace mop head as necessary due to wear, odor, or infiltration of debris.
- I. Clean tops of water fountains with a few drops of lotion-type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.
- J. Report items requiring mechanical repair to Shift Supervisor or Crew Leaders.
- K. Spot-clean finger marks and smudges on walls and doors. Use detergent solution in a spray bottle and a sponge - rinse with sponge and clear water in a plastic bottle, as needed.
- L. Rearrange furniture per the approved Position Arrangement Plan as necessary.

7. Procedure 7 – Concrete Stairways, Non-Public Stairwells and Landing (Third Shift)

DAILY:

- A. Police to remove litter.
- B. Sweep up dirt and debris, and mop up any spills or stains.
- C. Remove chewing gum with a putty knife.
- D. Spot-clean doors. Use a broom to knock down any cobwebs.

WEEKLY:

- A. Sweep with whisk broom or vacuum-clean treads with pack vacuum.
- B. Wash hand rails with clean cloth and detergent solution.
- C. Spot-clean walls and risers.
- D. Every two (2) Weeks or as necessary: Mop stair treads.

8. Procedure 8 – Offices, Lounge, and Conference Rooms (Second or Third Shift)

DAILY:

- A. Empty all waste receptacles. Wash out soiled receptacles with cloth and cleaner-disinfectant solution. Replace disposable plastic liners which are torn or soiled.
- B. Spot-clean glass in doors and partitions. Use a soft clean cloth and glass cleaner in a spray bottle.
- C. Spot-clean doors, walls and furniture.
- D. Vacuum-clean high-use traffic patterns in any carpets using a large, wide-sweep, heavy-duty pile lifter vacuum and a wide upright for spot cleaning. Vacuum entire office high and moderate traffic areas twice weekly, and vacuum accessible offices weekly using a wide upright vacuum, using a backpack vacuum cleaner, or hose and wand attachments to get under and around furniture, planters, etc.
- E. Dust mop terrazzo, vinyl, or porcelain tile and resilient floors with dry dust mop.
- F. Arrange furniture.

TWICE WEEKLY:

- A. Mop resilient and/or tile floors with detergent solution. Rinse when needed with mop dampened with clear water. Mop up spills daily and concrete floors weekly.
- B. Spray-buff scuffed, marked or dull resilient floors and then dust.

WEEKLY:

- A. Remove recycled office paper from individual offices and photocopier rooms, and remove recycled items from the recycle containers from Break Rooms for delivery to the recycling staging areas and then to the proper recycling compactor.

- B. Dust cleared areas of furniture tops, shelves, sills and ledges. Use treated cloth or dusting mitts (dust vertical surfaces bi-weekly). Dust clocks, pictures, lamps, including tops and decorative wood paneling on walls and doors.
- C. Airport Communications ESD (static control tile) floors to be cleaned using VPI ESD Ongoing Cleaner and used to manufacturer's directions and specifications.

MONTHLY:

- A. Vacuum vents, corners, and horizontal blinds.

9. Procedure 9 – Horizontal Surfaces (All Shifts)

Cleaning shall be accomplished at least twice per day, as necessary, based on use. Dust and spray clean all horizontal surfaces including, but not limited to, counter tops, ledges, window sills, planters, displays and monitors, consoles, information booths, tops of displays, removing all dust, dirt, adhered and impregnated matter.

10. Procedure 10 – Light Fixtures (Third Shift)

Dust and remove all dirt and impregnated matters on interior and exterior surfaces.

11. Procedure 11 – Stainless Steel Surfaces

Clean stainless steel surfaces at least once per day on the third shift.

12. Procedure 12 – Trash & Ash Receptacles, and Trash Removal

- A. Shall be accomplished at least two to four times per shift. Empty, clean and dry, remove and replace with new plastic trash can liners any plastic liners which are torn or soiled. The liners must be folded back over the rim of the receptacle. This applies to all waste receptacles, ash receptacles, recycling containers and other trash containers within the terminal, and on each service to Authority offices and outbuildings. Receptacles on the terminal curb; commercial curb and the service drive/vending areas shall be emptied and returned to their initial location, or emptied in place of a heavier container. All recycling materials will be placed in designated recycling containers.
- B. Boxes, cans, papers, etc., placed near a trash receptacle marked "*Trash*" (or "*Basura*") within Authority offices shall be removed and properly disposed of.
- C. Certain authorized tenants, other than those involved with food preparations and news and gift sales, may be allowed to place their trash in the Provider's trash staging carts. Provider shall transport this trash to the Trash Corral compactor.

13. Procedure 13 – Break Rooms (Authority Offices)

This shall be accomplished at least once per day on the second or third shift, as scheduled by area, or weekly for certain tasks, as appropriate. Dust and/or spray clean all horizontal and vertical surfaces including, but not limited to: ledges, sills, desks, counters, file cabinets, credenzas, railings, partitions, columns, tables, counters, shelves, chairs, chair rungs, lamps, stands, consoles, enclosures, housing, baseboards, cabinets, vending machines, sinks, furniture, doors, walls, glass, etc. Clean and stock restrooms per standard restroom cleaning specifications.

Clean all hard surface flooring. Brush and/or vacuum upholstered furniture, including under cushions as necessary to remove dust and debris. Collect trash and clean waste receptacles. Dust blinds and/or other window coverings. Perform high dusting as needed; dust lights and fixtures; clean ceiling vents, diffusers and return air grills.

14. Procedure 14 – Janitorial Closets

This shall be accomplished at least once per day on each shift. Clean ceiling and ceiling vents; clean doors; pick up and remove all litter and trash; clean concrete floors and tile areas; dust lights and light fixtures as needed; empty receptacles as needed; clean all shelves and vertical surfaces; discard non-usable containers, boxes and chemicals; and, organize janitorial closets in a standard manner with the other closets throughout the airport(s).

15. Procedure 15 – Compactor / Trash Corral / Trash Staging Areas

This shall be accomplished each time trash is taken from the trash staging carts to the compactor/trash corral area outside of Gate 64. Pick up trash; clean concrete or asphalt surface areas; remove all impregnated matter; remove all standing water from the area; activate compactor when trash is placed in and contained in the hopper unit.

Report any misuse of the poor housekeeping to the Supervisor or Contract Management Department, to include the tenant if identifiable, and report any malfunctions of the compactors, lighting, or related items to Airport Maintenance.

16. Procedure 16 – Escalators

- A. This shall be accomplished at least once per day. Clean stainless steel side panels, rubber moving hand railings, platform, steps and acrylic rail, adjacent walls, metal baseboard and grooves on steps and platform using a mild cleanser.
- B. Remove gum from treads/landing.
- C. Sweep and mop escalator "on/off" plates, using proper precautions NOT to push in the emergency Brushes and activate a safety shut-down. If the Provider does not use appropriate care in cleaning these sensitive areas, and such actions result in a service call to the escalator service provider, the Authority reserves the right to deduct the cost of such service call from the monthly invoice.
- D. Spray-clean the rubber handrails to remove dirt and grime, using an appropriate, mild and neutral cleanser. Dust and/or spray-clean the stainless steel and other horizontal or inclined surfaces, ledges, sills, etc.

NOTE: Provider shall use due caution so as NOT to engage the safety buttons, handrail brushes, or other safety shut-off equipment on the escalators, as such action may require the response of the Authority's escalator contractor to reset the escalators to place them back into operational service. The Authority reserves the right to deduct the cost of such billable responses to Provider if, in its sole judgment, such safety shutoff activation resulted from carelessness on behalf of Provider's personnel.

17. Procedure 17 – IAB / ITL / FIS / Transition Facilities

- A. This shall be accomplished at least once per day on the first shift, or as necessary based on usage, as coordinated with the Contract Management Department. Remove tags and/or other adhesive backed labels, stickers, etc., from stainless steel and rubber surfaces of baggage carousels.
- B. Clean baggage belts. Dust, clean with damp mop and mild cleaner, and/or vacuum tops of baggage belts.
- C. Clean exterior baggage transfer devices/conveyors and surrounding area, picking up all litter.
- D. Vacuum and clean carpet.
- E. Clean all horizontal and vertical surface areas to include all counters, podiums, checkpoints, partitions, displays, signage, etc. Clean all ceiling, lights, doors, furniture, glass, etc., as needed.

18. Procedure 18 – Interior Passenger Boarding Bridges (PBB's)

Note: Provider shall be required to clean and police the interior of all Passenger Boarding Bridges (PBBs) as per this procedure, and as necessary based on use.

- A. This shall be accomplished at least once per day on the third shift, and as necessary on first and second shifts. Sweep, damp mop, and/or vacuum boarding bridge floors. Clean ceilings, walls, handrails, vertical surfaces, lights and light fixtures.
- B. Perform Spot and Stain removal nightly, or as necessary throughout the day, using approved spoting methods.
- C. Clean doors, door glass and exterior light diffuser. Remove any cobwebs from interior or exterior doorways and canopy. Detailed cleaning, without any over-spraying, of button/control panels and phones to remove all dirt, smudges and fingerprints.
- D. Vacuum carpets nightly or as necessary. Perform spill and spot cleaning as necessary. Clean carpets utilizing hot water extraction method weekly, and utilizing the any subcontracted carpet cleaning service Quarterly or as assigned.

**EXHIBIT G2
PROCEDURES FOR PROJECT WORK**

The estimated frequencies depicted in this exhibit are historical representations of the previous Provider's ability to maintain the expected cleaning standards at RSW. The Provider may be required to modify cleaning procedures, frequencies, materials, and equipment as agreed upon between the Authority and the Provider.

**1. Project Procedure 1 – Clean Main Terminal Elevator Cab Interiors
Estimated Frequency Twice Weekly (Terminal - 14 units)**

This project includes fourteen (14) terminal passenger elevators passenger elevators maintained by the Authority. The elevators are located in the terminal building. The Work is to be accomplished so the public is not inconvenienced. The stainless steel doors, ceiling and lighting units are completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Floor tile or steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate, referring to the following procedures:

- A. Using a backpack vacuum with extension or a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling grid with a damp cloth and the mild degreasing solution.
- B. Use damp cloth lightly dampened with neutral detergent solution to wipe down push button and floor indicator graphics, using care so as not to allow any moisture or product to work its way beyond the surface area.
- C. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food-grade mineral oil to treat the stainless steel. Be sure not to leave any excess oil on the stainless steel. It may be necessary to strip the stainless steel from time to time; this work will be coordinated through the Contract Management Department. This work will be scheduled no less than twice per year per elevator car, or as determined necessary.
- D. Porcelain tile or steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate.
- E. Vacuum the tracks, clean walls and ceiling, and report any lights out or other problems to the Shift Supervisor. If necessary, use wire brush to clean deep dirt or debris from tracks.
- F. For Administrative elevators, clean wooden panels with appropriate wood cleaner, such as Endust.
- G. Return the car to service.

**2. Project Procedure 2 – Clean Garage Elevator Cab Interiors
Estimated Frequency Twice weekly (Garage - 6 units)**

This project includes six (6) parking garage passenger elevators maintained by the Authority. The elevators are located in the parking garage. The Work is to be accomplished so the public is not inconvenienced. The stainless steel doors, ceiling and lighting units are completely cleaned and lightly oiled with food grade mineral oil. If necessary, the stainless steel is stripped using a high pH cleaner then re-oiled and buffed. Steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate, referring to the following procedures:

- A. Using a backpack vacuum and a small stepladder, vacuum the upper portion of the car. Wipe down the ceiling grid with a damp cloth and the mild degreasing solution.
- B. Use damp cloth lightly dampened with neutral detergent solution to wipe down push button and floor indicator graphics, using care so as not to allow any moisture or product to work its way beyond the surface area.
- C. Polish stainless steel surfaces with a clean white soft cloth. Use a small amount of food-grade mineral oil to treat the stainless steel. Be sure to not leave any excess oil on the stainless steel. It

may be necessary to strip the stainless steel from time to time; this work will be coordinated through the Contract Management Department. This Work will be scheduled no less than twice per year per elevator car, or as determined necessary.

- D. Steel grated floors are spot-cleaned, mopped and deep-cleaned using either the rotary scrubber and/or burnisher, as appropriate.
- E. Vacuum the tracks, replace the ceiling panels and report any lights out or other problems to the Shift Supervisor. If necessary, use wire brush to clean deep dirt or debris from tracks.
- F. Remove plastic ceiling tiles, clean bugs, debris, and impregnated matter from the tile (including the interior slats of the tile), and wash, rinse, and clean as appropriate.
- G. Return the car to service.

3. Project Procedure 3 – Deep Clean All Interior PUBLIC Restroom Surfaces Estimated Frequency: Weekly (Public Use – 40)

This project is in addition to the daily routine cleaning of the restrooms and is part of an intensive cleaning and inspection program. The project is scheduled weekly for each of the Public restrooms, and the frequency may be adjusted as needed, referring to the following procedures:

- A. Close the restroom in accordance with the approved Authority procedure.
- B. Remove all paper products e.g., toilet tissue, paper hand towels and toilet seat covers.
- C. Add phosphoric/citric acid descaler to urinals and commodes.
- D. Remove the floor mats, and sweep up any loose debris on the floor.
- E. Using a sponge mop and a mild degreasing solution, both sides of the supply and exhaust ceiling vents are to be cleaned and rinsed.
- F. Using a pump sprayer charged with a quaternary cleaning solution and starting at the baseboard, mist a section of wall and using a scrub pad lightly scrub the wall from the bottom up.
- G. Using the “Real Cleaner” multi-purpose restroom cleaner with the same solution and starting at the top, rinse the wall and allow it to air dry.
- H. Flush commodes to remove descaler. Clean both sides of the seat with solution used on walls. Clean the rim, bowl and the area where the seat is connected to the fixture with a cream cleanser. Chromed flush valves should be polished using a clean white cloth. Clean under the bowl and where the fixture is bolted to the wall by spraying, or with cream cleanser and a sponge as needed. Spray the entire fixture and allow to air dry. If necessary, return the restroom to service before the air drying can be accomplished, dry both sides of the seat, the rim and the flush valves with a clean white cloth. Leave the seat in its upright position.
- I. (Men's Restrooms Only): Flush the urinals to remove the descaler. Use a cream cleanser on the interior surfaces, the rim and underneath. Use a neutral detergent on the top and sides applied with a soft sponge. On chromed valves use only a clean white cloth to polish. Spray the entire fixture with the same solution used on the walls and allow to air dry. If the restroom must be returned to service before air-drying can be accomplished, dry the flush valve and top of the fixture with a clean white cloth.
- J. (Women's Restrooms Only): Remove the liner from the sanitary napkin disposal. Thoroughly clean exterior and interior surfaces of the unit using the proper chemical. Spray the fixture and surrounding area with the chemical and allow to air dry. When dry, reline the container with the proper liner.
- K. Clean partitions with the quat-cleaning solution and hand dry. The aluminum top rail should be wiped down with a damp cloth and a quat solution. Chromed handles and accessories should be treated as above. Clean stainless steel partitions with window cleaner and reapply mineral oil.
- L. Clean sink using cream cleanser in interior bowl only; do not scrub chromed strainer with cleanser. Clean the chromed valves as before, care must be taken to ensure that the area adjacent to the escutcheons is not allowed to discolor and at the same time that the finish is protected. Clean the underside of the sink and the P-trap assembly by spraying with the quat cleaner and wiping dry. Spray the topside of the fixture with the quat solution and allow to air dry.

If the restroom must be returned to use before the air drying can be accomplished, dry only the chromed handles and the front panel of the fixture.

- M. Scrub all corners of the restroom floor with the scrub pad, including the area under the commodes. Scrub the main area of the floor with a rotary machine and a degreaser solution. Grout to be cleaned with scrub brush and degreaser solution or specialized grout cleaner. Rinse the floor with clean water and mop up the residue. Mop the floor with a quat solution and allow drying. Pour mop water into the floor drain.
- N. Clean mirrors.
- O. Check soap dispenser levels and add soap as necessary.
- P. Replace/restock all paper products.
- Q. Call Supervisor for final inspection and to report any deficiencies e.g., lights out, door malfunctions, etc.
- R. Open restroom to public.
- S. Chemicals required:
 - 1) Quaternary Cleaner
 - 2) Degreaser Solution
 - 3) Lotion Cleanser
 - 4) Phosphoric/Citric Acid Urinal Descaler
 - 5) Window Cleaner
- T. Supplies required:
 - 1) Rubber Gloves
 - 2) Eye Protection
 - 3) Scrub Pads
 - 4) Sponges
 - 5) Microfiber cloths
 - 6) 40-Gallon Plastic Container
 - 7) Paper Products
 - 8) Hand Soap
 - 9) Floor squeegee
- U. Equipment required:
 - 1) Rotary Scrubber/Roto Wash Machine – Viper or approved equivalent
 - 2) Advance All-Purpose “Real Cleaner” multi-purpose restroom cleaner
 - 3) Mop Bucket
 - 4) Scrub Pad Mounting Handle Floor Squeegee

**4. Project Procedure 4 – Deep Clean All Interior COMMON-USE, LCPA Restroom Surfaces
ESTIMATED FREQUENCY: Bi-Weekly (Common Use and LCPA Offices –21)**

This project is in addition to the daily routine cleaning of the restrooms and is part of an intensive cleaning and inspection program. The project is scheduled as Bi-Weekly for Common-use and LCPA office restrooms, and may be adjusted as needed.

Refer to the procedures for this project is as specified for Project Procedure 3 above.

**5. Special Project Procedure 5 – Clean Interior Graphics
ESTIMATED FREQUENCY: Four (4) Times/Year**

This project is to clean ALL the interior graphics. The reason for including "all" the interior graphics is that the graphics change both in position and number as airlines change. Each floor of the terminal complex has a considerable number of graphics. Concourses 'B', 'C' and 'D' also contain a number of graphics, which are similar to the terminal graphics with respect to color and general appearance.

The graphics are cleaned with a neutral detergent. No other treatments (i.e. wax or dust treatments) are used on the graphics, thus readability due to light reflection is not affected.

6. Project Procedure 6 – Wash Interior Walls

ESTIMATED FREQUENCY: Four (4) Times/Year

To clean the walls, use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush, to remove most minor and general surface soiling. Gently scrub the soiled area with the solution, then wipe clean with a wet sponge or soft cloth. The following method and precautions are advised:

- A. Apply the solution to the soiled area and let it work for one (1) minute
- B. Scrub the soiled area with a wet soft bristle brush.
- C. Flood the surface with clean water.
- D. Blot dry with a clean, soft cloth
- E. Repeat if necessary. Be careful not to scrub too vigorously, as this solution is powerful and can damage the finish. Some extremely stubborn stains may not be removable.

7. Project Procedure 7 – Clean Terrazzo Tile Floors

ESTIMATED FREQUENCY: Nightly, Phased Monthly as described below

A. Nightly Cleaning

- 1) Dust mop floor with a clean dust mop (yarn wick) or Easy Trap Duster to remove surface dirt.
- 2) Auto-scrub floor with neutral cleaner (product to be determined) and green or red scrub pad as appropriate.
- 3) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow stain removal procedure as prescribed herein.
- 4) Cold water rinses the floor with an autoscrubber, and allows the floor to dry completely.

B. Burnishing

- 1) Dust mop floor with a clean dust mop (yarn wick type) or Easy Trap Duster to remove surface dirt.
- 2) Burnish floor with push behind or ride on high speed burnisher at frequencies as described in item 3) below.
- 3) Burnish High Traffic areas nightly. Burnish Moderate traffic areas Twice per Week, and Low traffic areas weekly.

C. Recoating and Stripping

The current Terrazzo Tile finish does not involve a topical surfactant other than an impregnator which is accommodated under a separate project. No topical surfactant or other coating is to be applied to the Terrazzo.

D. Apply Floor sealant/finish coat

The current Terrazzo Tile finish does not involve a topical sealant/finish coat other than an impregnator which is accommodated under a separate project. No topical sealant or finish is to be applied to the Terrazzo.

8. Project Procedure 8 – Clean High Areas and HVAC Vents

ESTIMATED FREQUENCY: Four (4) Times/Year (currently subcontracted)

This project involves cleaning high elevation items (twelve [12'] feet and above) in the main terminal, concourses, to include HVAC vents and returns, window sills, ledges, overhead sign barges, columns and support members, artwork, metal ticket counter overhangs and structural members, advertising displays, airport directories, flight information display system millwork, telephone banks, and all fixtures to include PA system speakers, light fixtures and sconces, signs, fire alarm annunciators, and other items which may collect dust, cobwebs, or related debris.

Due to the specialized nature of this Project, the Provider may utilize a licensed and qualified subcontract vendor, with a minimum of five (5) years' experience in performing high cleaning at a large commercial and/or industrial facility. Evidence of such qualifications, experience, and licensing shall be provided with

the Proposal. The Authority may provide use of a suitable lift device upon completion of a training session in the use of same, along with the execution of a waiver of liability form suitable to the Authority's Risk Manager. The process must have the following properties:

- A. Restore surfaces and/or fixtures to "like new" or "near new" appearance without leaving streaks.
- B. Agents used must be safe for use on ceiling vents, light fixtures, and specified items, etc.

Provider will ensure any subcontractor furnishes proper protection for building fixtures and furnishings in the designated work area, and properly protects the floor from any damage from the lift device, and ensures proper barricading of the Work areas for optimal safety. Specific procedures for the cleaning process to be used will be submitted to the Authority for approval prior to issuance of a project work order for HVAC and high cleaning.

**9. Project Procedure 10 – Strip, Oil, and Polish Stainless Elevator Doors, Walls, and Jams
ESTIMATED FREQUENCY: Monthly (Quantity 51)**

This project involves each of the fourteen (14) terminal and six (6) parking garage elevator doors. Each elevator has a set of doors on each level of the terminal it serves and also has stainless interior surfaces. In the main terminal, thirteen (13) passenger elevators in the building serve two (2) floors with stainless steel doorways and frames, and one serves three (3) floors with double-sided exit on the first level, corresponding to a total of twenty-two (22) doorways which must be maintained. The six (6) elevators in the parking garage each serve three floors, and have a total of fourteen (14) doorways which must be maintained.

This project consists of:

- A. Stripping all residual mineral oil and other dirt from the surface of the stainless steel using a floor stripping solution. The Custodian assigned to this project is required to use rubber gloves and eye protection. Care must be taken to protect surrounding surfaces which may be damaged by the very high pH solution, e.g., aluminum.
- B. The stainless steel is stripped in small sections, each of which is thoroughly rinsed and dried after stripping. A generous amount of food grade mineral oil is then applied to the entire surface of the door and frame with a microfiber cloth and allowed to penetrate for approximately fifteen (15) minutes. The excess oil is then wiped away, and the door and doorway is buffed dry.

**10. Project Procedure 11 – Strip, Oil, and Polish Escalators
ESTIMATED FREQUENCY: Monthly (Quantity 12)**

This project is for the twelve (12) escalators, and the estimated frequency of cleaning is twelve (12) times per year per escalator. The cleaning procedure necessitates properly shutting down the escalator. A Maintenance Representative may do this if they are on site. The work is done in small sections because of the need to protect the steps from the stripping agent used. The pH of this stripper is fourteen (14) and it would discolor the aluminum stair tread if it came in contact with it. The stripper effectively removes all soil and oil from the stainless steel and after complete rinsing is accomplished, the surface is clean and looks lustrous. If the metal did not have to be protected from body oils, etc., no further treatment would be required. In the case of the escalators however, a protective light coating of oil is added which serves to facilitate the easy removal of fingerprints and other dirt. Food-grade mineral oil has been found to be the most satisfactory agent for this purpose. The procedure calls for applying a generous coating of the mineral oil and buffing it until all the excess oil is removed. We have found that experience is the best "teacher" for learning this procedure and for this reason the Night Superintendent or Day Supervisor must have personally completed the project acceptably so they can teach all Special Projects employees assigned this job. The employees assigned to this task are required to wear eye protection and rubber gloves.

All finishes or machinery, which may be damaged by a high alkaline pH, e.g., aluminum or carpet, must be protected. Using a cloth dampened with a floor stripper solution, the stainless steel will be wiped down. There should be no dripping or running of the solution and the surface being treated. After a small area is wiped down with the solution, it must be rinsed thoroughly. Do NOT use a "no rinse stripper" for this work.

Buff the rinsed area dry with a clean white cloth and proceed to the next area taking care to overlap the previous area. When the entire stainless structure is cleaned, rinsed and dried, apply a generous amount of food-grade mineral oil to the structure. Dry and rub in the mineral oil being sure not to leave a residue of freestanding oil before returning to the area to public access.

Chemicals required:

- A. Non-ammoniated Floor Stripper
- B. Food-Grade Mineral Oil
- C. Supplies required:
 - 1) Rubber Gloves
 - 2) Eye Protection
 - 3) Stainless Steel Buckets
 - 4) Clean White Cloths

11. Project Procedure 12 – Strip, Oil, and Polish Miscellaneous Stainless Steel

ESTIMATED FREQUENCY: Monthly (or as needed based on location & appearance)

This project covers the restroom stall partitions in the public restrooms, stainless steel doors and door kick plates throughout the terminal, trash receptacles located throughout the interior of the terminal, various paper towel, toilet paper, feminine product machines, and soap dispensing units in the restrooms, caster trash receptacles located under the restroom counters, ticket counter baggage conveyor stainless steel, ticket counter base kick plates, telephone or other accessory stainless steel, inbound bag claim devices, baggage scales, and oversized bag devices, FIS partitions stainless steel, access doors to the escalators, water fountains and some graphics both inside and outside the terminal.

The process used to clean and polish the stainless steel is the same as detailed above in Project Procedure #11 above.

12. Project Procedure 13 – Wash Light Diffusers

ESTIMATED FREQUENCY: Bi-Monthly

The cleaning procedure requires that the frame and diffuser be removed from their grid for diffusers below 12 feet in height. The translucent panel is removed, washed with a mild neutral detergent solution, and thoroughly dried with a soft cloth that will not scratch the panel. Any debris, including insects, cobwebs, or related dirt, are to be wiped down and removed. The fixture is reassembled and placed back in the grid system. The frame is wiped down to remove any fingerprints left during the reassembling process.

13. Project Procedure 14 – Clean and Restore the Terminal Seating Units

ESTIMATED FREQUENCY: Quarterly (~4,000 seats)

There are approximately 3,500 vinyl seating units in the main terminal, concourse hold rooms, Federal Inspection Station and In-Transit Lounge, plus additional wooden seating (chairs, tables, and benches). The Project requires the seating units to be cleaned and treated four (4) times per year.

The detailed procedure is as follows:

- A. The entire vinyl seating units is washed with a mild degreasing solution and thoroughly dried.
- B. The vinyl seating unit aluminum frames are treated with a silicon-based protectant and polished.
- C. The vinyl seats and backs are treated with a vinyl restorative product and then buffed to a high luster with a clean white cloth.

- D. Wooden seats/tables/benches and backs are treated with a sealed wood cleaning and dusting product, and then wiped down with a clean white cloth.
- E. Any gum shall be removed.

14. Project Procedure 15 – Clean Exterior Graphics
ESTIMATED FREQUENCY: Weekly

The exterior graphics are subject to soiling from vehicle exhausts, spider webs/egg sacks, and bird droppings, and require more aggressive cleaning procedures than the interior graphics. The chemical specified is an effective degreasing solution. The cleaning solution is wiped on with a clean sponge, which is rinsed frequently. The graphics must be rinsed with clean water and dried to prevent streaking. Extra care must be taken when washing the graphics above doorways; e.g., around the automatic doors at the terminal, to protect the public by deactivating the automatic doors and barricading the work area.

15. Project Procedure 16 – Carpet Cleaning
ESTIMATED FREQUENCY: Eight (8) Services per Year:

Carpet is a long-term investment and deserves a proper preventive maintenance program to protect and prolong its appearance retention. The following outlines the established practices for maintaining carpet:

A. Spot and Stain Removal

In order to maintain an even appearance level between scheduled Cleanings, it is important that spots and stains be removed on a daily basis. Carpet manufacturer approved cleaners are recommended for the removal of everyday spots and spills. Specialized Chewing Gum Remover is available for removal of gum. We suggest Rugbee Solvent by S.C. Johnson for heavier grease, tar and oil-based stains.

The Provider shall be responsible for furnishing spotting kits, gum removal products, and the approved heavy grease and oil-based stain removal products as required items under the Routine Work part of the Service Provider Agreement.

B. Vacuuming

Daily vacuuming of high traffic areas shall be performed with a dual-motor top fill upright with nylon bristle brushes. The following vacuums are suggested for heavy work, and are to be furnished under Routine Janitorial Cleaning Work:

Vacuuming of light traffic areas (office and conference rooms) should be done Weekly.

C. Pile Brushing

Pile brushing is a recommended supplement to routine vacuuming in high traffic areas, under chairs and in pivot point areas. The pile brush lifts the carpet fibers to an upright position, while removing embedded soils and extending carpet life. Frequency of pile brushing should be weekly in high traffic areas, monthly in medium traffic areas and quarterly in low traffic areas.

D. Carpet Cleaning

A scheduled maintenance program should be instituted to obtain the maximum benefit from and life from the carpeted areas. A cleaning program and process must adhere to the carpet manufacturer's recommendations in order to maximize the life and appearance of the carpet. The current carpet cleaning subcontractor uses Releasit Encap-Clean DS2 using the following manufacturer's process:

a. Dry Soil Recovery

- i. As with all cleaning methods, it begins with proper vacuuming. Since the greatest quantity of soil in the carpet is dry soil, it is essential to remove the dry soil prior to wet cleaning. Proper vacuuming involves slowly vacuuming the carpet, concentrating on the heavy traffic areas. Making slow north-south east-west

passes. Slow and thorough vacuuming helps to recover dry soil prior to wet cleaning. Using a good commercial vacuum cleaner is helpful. Using a pile lifter can further help to open the pile and release dry soil.

- b. Working with the Detergent
 - i. Mix Releasit according to the directions on the jug. Hot water works well, but any temperature water can be used. Releasit emulsifies soil, holds the soil in suspension, and releases the soil during post-vacuuming.
- c. Scrubbing the Carpet
 - i. Apply the detergent while making a moderately fast wet-pass with the scrubber. Then follow back with a slower dry-pass. A slight amount of additional detergent can be released on the dry-pass, however it is primarily a minimal moisture pass. Applying a wet-pass and dry-pass provides a balanced approach that won't over-wet the carpet.
 - ii. Keep in mind that this is a low moisture method, and it is best to keep the moisture to a minimum. An even whitening of very light foam on the surface of the carpet should be seen on your dry-pass. If foam build-up occurs, it's an indication that too much foam has been applied.
 - iii. Avoid the temptation to apply more solution if the carpet is heavily soiled, simply make additional dry passes - dispensing a slight amount of detergent as the carpet is scrubbed. You should be able to observe the desired clean. Desired results should be observed on the second dry-pass.
 - iv. Each area will be evaluated on each cleaning as to which process would best serve the facility.

E. Carpet Cleaning Frequency:

The following cleaning frequencies are to be incorporated for the Southwest Florida International Airport:

- 1) Concourse B (24,300 sf), Concourse C (21,600 sf), and Concourse D (27,900 sf) are to be cleaned eight (8) times annually.
- 2) Passenger Loading Bridges (27 PLB"s, 16,200 sf) are to be cleaned six (6) times annually.
- 3) International Arrivals Building (IAB) areas (29,250 sf) are to be cleaned two (2) times/year.
- 4) Mezzanine and Operation Office Areas (45,000 sf) are to be cleaned one (1) time per year, or upon request.

The Provider shall be responsible for directly performing the routine vacuuming, continuous spotting and stain removal, hot water extraction, and deep stain removal portions of this project in support of the fixed-frequency carpet cleaning services.

I. Extraction

The Provider shall perform occasional low-moisture, water only extraction of the carpet at certain frequencies as needed. In addition, occasional stubborn stains may require use of a heavy-duty hot water carpet extractor.

16. Project Procedure 17 – Clean Upholstered Furniture
ESTIMATED FREQUENCY: Annually

This project is for the Authority's upholstered office furniture and traditionally has been done once per year over the Labor Day, Memorial Day, or other "long" weekend as authorized. The three-day weekend assures sufficient drying time for the furniture. The furniture is cleaned with the Von Schrader upholstery cleaner, a machine specifically designed for this type of work, or approved equivalent. The machine uses the same chemical as the 'dry' foam carpet cleaner manufactured by the same company. The machine dispenses 'dry' foam (foam with a water content between 7 and 11 percent) which is enough water to facilitate the cleaning action of the chemical, but not enough to over-wet the upholstery. The machine produces the dry foam and dispenses it through a hand-held machine powered rotary brush. The cleaning foam is worked into the fabric by the brush, and then vacuumed out with a hand-held vacuum attachment, which is a part of the machine. The entire process should take about twenty (20) minutes for an upholstered chair.

17. Project Procedure 18 – Clean Ash/Trash Units
ESTIMATED FREQUENCY: Quarterly

The ash/trash units are to be cleaned inside and out. The top of the unit containing sand or other material used to accommodate smokers shall be emptied out and the smoking material shall be discarded. The top shall be washed inside and out using a soft brush and a mild degreasing formula. The inside container shall be removed and cleaned both inside and outside and the outside shell shall be cleaned on all sides. The inside of the unit must be dry and no standing water shall be tolerated. The unit shall be assembled and refilled with clean sand or other approved filler.

18. Project Procedure 19 – Clean Acoustical Ceilings
ESTIMATED FREQUENCY: Quarterly

ACOUSTICAL CEILINGS

Dirt and dust accumulation on the ceilings may necessitate this project to be performed in the first floor terminal areas.

The process must have the following properties:

- A. Restore ceilings to "like new" or "near new" appearance without leaving streaks.
- B. Agents used must be safe for use on ceiling vents, light fixtures, grids, etc.
- C. Must disinfect and deodorize ceiling surfaces.

Products used are to be applied by pressurized spray equipment, by properly trained and qualified personnel. Provider shall furnish proper protection for building fixtures and furnishings in the designated work area.

The Authority recognizes that this work is highly specialized; therefore, this project may be subcontracted to a company specializing in this work. The requirement for submission of a detailed procedure will still apply and a listing of acoustical ceiling cleaning jobs performed by the subcontractor in the local area must be provided prior to authorizing the proposed method so the Authority can inspect the quality of work and condition of the previously cleaned acoustical tile.

19. Project Procedure 20 – Clean Passenger Boarding Bridges
ESTIMATED FREQUENCY: Monthly

The Passenger Boarding Bridge (PBB) floors are carpeted and are cleaned using the basic carpet cleaning procedures used elsewhere in the airport. The traffic is concentrated in a narrow area and the loading bridge can be regarded as an extended funnel or door area. This means that the carpet needs considerably more pile lifting and aggressive vacuuming to minimize the traffic lane phenomena where

the carpet fibers become crushed in the center of the loading bridge. This pile lifting is to be performed by the Provider at least weekly, or more frequently as determined necessary by the Authority.

The walls of the loading bridges are laminated plastics. They are washed with a mild neutral detergent and allowed to air dry. The ceiling is a metal "pan" type ceiling, which is wiped down with a damp cloth and mild degreasing solution.

In addition to Project work, each bridge requires routine daily care, which consists of daily vacuuming, daily mopping of gutters and matted flooring, and edge work of approximately one hour per week per bridge and is not part of this project.

20. Project Procedure 21 – Clean Airside/Landside/Mezzanine/High Windows
ESTIMATED FREQUENCY: As specified by location (High Windows currently subcontracted)

Pressure-clean around all exterior windows, window mullions, and under all window overhangs to remove cobwebs, mold/mildew, debris, and spider egg sacs from the perimeter of the window bank and all window frames. For interior windows, the immediate ledge below the windows and window sills will be cleaned and wiped with all dust and debris removed.

Wash all exterior windows, inside and outside, as well as both sides of interior windows on the first and second levels, as well as the third and fourth levels of the terminal above ticketing, at the following frequencies:

- A. **Twice Weekly:** Arrival Entry Areas; Interior Departure Level Entry Areas; Departure 2nd Level Exterior Entry Areas.
- B. **Weekly:** Concourse second level and terminal first and second level windows up to 6' including second level Concourses B, C, and D, and Connecting Areas.
- C. **Bi-Monthly:** Interior and Exterior of 1st Level Type Glass, including Concourses B, C, and D, and Connecting Areas; Interior and Exterior Multi-level Atrium areas, Rental Car Building, Passenger Screening Area partitions (in coordination with the Contract Management Department and TSA); escalator partitions, and Exterior only of the 2nd Level Glass above Concourses B, C, and D, including wiping of sills.
- D. **Three Times per Year:** Exterior of 2nd Level Type Glass, including High Atrium Areas and Connecting Concourse areas, including wiping of sills, and the Interior of 2nd Level Type Glass, including Concourses B, C, and D, and Connecting Areas; High Atrium Areas and Departure Entry areas, including wiping of sills.
- E. **Annually:** Exterior of 2nd Level Type Glass for Port Authority Offices (Mezzanine); Interior of 1st Level Type Glass for Port Authority Offices (Mezzanine); and, Interior of 3rd Level Type Glass above Ticket Counters and Port Authority Offices (Mezzanine).

Provider may utilize a licensed and qualified subcontract vendor, with a minimum of five (5) years' experience in cleaning windows at a large commercial and/or industrial facility. Evidence of such qualifications, experience, and licensing shall be provided with the PROPOSAL. The Authority will provide use of a suitable lift device upon completion of a training session in the use of same, along with the execution of a waiver of liability form suitable to the Authority's Risk Manager.

21. Project Procedure 22 – Clean Lee County Port Authority Break Rooms
ESTIMATED FREQUENCY: Monthly

The break rooms are located in the terminal building Mezzanine, OPS/Communications, APD, ARFF Station #92, Terminal Maintenance, Vehicle Maintenance, Field Shop, Training Facility and Maintenance Buildings, and Airfield & Grounds Shop. The tables must be cleaned along with the chair seats and backs. The sink area and microwave shall be cleaned along with all counters and

trash receptacles. The refrigerators shall be cleaned out once per month; notification of the date of cleaning shall be posted three (3) days prior to cleaning. Any containers of food or other items left in the refrigerator at cleaning time will be discarded.

22. Project Procedure 23 – Clean Exterior Airline Podiums
ESTIMATED FREQUENCY: Weekly

The “Exterior Airline Podiums” are located at curbside check in. The countertops accumulate oil from contact with hands and forearms of both passengers and skycaps. In addition, the exhaust from the thousands of vehicles that operate in this area adds to the oily deposits on the finish.

This project is scheduled weekly for all units. Each podium is to be cleaned both inside and outside using manufacturer’s guidelines. During cleaning, special care must be taken to not over-wet the countertops with the chemicals.

23. Project Procedure 24 – Public Areas (Night Shift)

DAILY:

- A. Remove cold material from ashtrays into a waste receptacle or waste bag. Empty waste from waste receptacles into waste bags on cart. Wipe out soiled waste receptacles with treated or damp cloth. Clean sand urns and strain sands; replace sand as needed. Replace plastic liners which are torn or soiled. Wash waste receptacles to remove any soil inside or outside.
- B. Dust all windowsills, ledges and furniture tops, using a lightly treated cloth, dusting mitts, or small dust mop with a short handle.
- C. Clean smudges and soil from glass doors and windows, using glass cleaner in a spray bottle and a clean cloth.
- D. Vacuum-clean carpets. Use the large carpet vacuum with beater for open areas and medium duty pile lifter for more congested areas. Use a tank-type vacuum under furniture and in places where other machines cannot reach.
- E. Spot-clean carpets to remove stains using carpet shampoo, neutral detergent or a special cleaner for solvents. Use Gum Remover to remove chewing gum. Spray from a close range (1-2 inches) until frost appears. Immediately chip or scrape off brittle gum with a dull knife blade or spatula (back end of spotter brush works very well). For thick lumps, direct spray to the edge, then lift with a dull knife blade.
- F. Dust mop resilient floors with a wide-treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. Vacuum head periodically to remove dust, when a vacuum cleaner is available, or shake out into an empty plastic bag, with mop head in the bag.
- G. Clean tops of water fountains with a few drops of lotion type cleaner. Use a separate cloth for tops of water fountains. Wipe off with dry clean cloth. Clean lower panels with stainless steel cleaner and wipe dry.
- H. Report items requiring repair or maintenance to the Shift Supervisor or Crew Leader. Supervisors and Crew Leaders should submit work orders to the Maintenance Department Computerized Maintenance Management System (CMMS) by sending an email to maxservice@flylcpa.com. The email should include a description and detailed location of the issue. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.
- I. Other duties as assigned.

- J. Spot clean finger marks and smudges on walls, door facings and doors. Use detergent solution in a spray bottle and a sponge. Rinse with a sponge and clear water in a plastic bottle, as needed.
- K. Rearrange furniture, where needed.

WEEKLY:

- A. Stanchions in the terminal are to be cleaned with a duster to remove dust, then wiped down with a mop dampened with a disinfecting solution.

BI-WEEKLY:

- A. Clean ceiling fans and speakers on exterior curb area (arrivals and departures area). Items are to be wiped down with a mild neutral detergent solution, and thoroughly dried with a soft cloth that will not scratch the material. Any debris, including insects, cobwebs, or related dirt, are to be wiped down and removed.

MONTHLY:

- A. Roof area outside of atrium windows (above BHS area) to be cleaned. Tennant T5 machine to be used to remove mildew and dirt. Spray edges near windows with mildew remover. Use a soft green pad on the Tennant T5 machine. Special care to be used to ensure no damage is done to the roofing material.

24. Project Procedure 25 – Terminal Sidewalk Buffing/Cleaning

ESTIMATED FREQUENCY: Twice weekly

The Terminal Sidewalk Buffing project provides for the scrubbing of the terminal front sidewalks (first and second levels), commercial landside sidewalk, rental car building sidewalk, second level pedestrian bridges, and outer lane sidewalks, using a buffing machine with a suitable scrubbing pad and neutral detergent. This project shall not interfere with airline passenger activity, and shall be performed in a safe and efficient manner.

25. Project Procedure 26 – Clean Security Guard Shack & GT Info Buildings

ESTIMATED FREQUENCY: Weekly

This project provides for the weekly cleaning of the Guard Shack building located at Gate 64 and the Ground Transportation Information building located on the First Level adjacent to Entry Door #2, to include sweeping and mopping the floors, detail cleaning of the restroom facilities, cleaning and dusting furniture and related vertical and horizontal surfaces, etc. This includes exterior walls, windows, and roof of GT Information Booth.

This project includes nightly removal of trash to the adjacent dumpster, replenishment of restroom supplies, and exterior facility cleaning. For nightly cleaning of the Commercial Ground Transportation Building, the Provider shall perform cleaning functions as described in Routine Cleaning Procedures 1, 3, 4, 5, 8, 9, 10, 12 and 14, as well as Special Project Procedures 4, 6 and 18, as applicable.

The Provider shall furnish all restroom supplies and materials for both the Gate 64 Security Guard Shack building.

26. Project Procedure 27 – Clean Main Parking Garage Walkways & Stairwells

ESTIMATED FREQUENCY: Weekly

This project provides for the monthly pressure cleaning of Second Level pedestrian bridges, main parking garage elevator landings (all three levels), and the associated stairwells (all three levels). This project shall not interfere with airline passenger activity, and shall be performed in a safe and efficient matter.

27. Project Procedure 28 – Terrazzo Tile, Grout & Joint Repair/Replacement

ESTIMATED FREQUENCY: Year Round, As Assigned and Authorized (currently subcontracted)

A. Tile Replacement:

To include all cracked, chipped, and displaced tiles, missing/cracked/discolored grout, and damaged or misaligned Schluder Strip control joints (Terrazzo Tiles, Mapei Grout, and Schluder Strip materials may be furnished by the Authority).

Material: Mapei Ultracolor "Biscuit" Grout; Mapei Grani Rapid White Thinset; Mapei Grani Rapid Latex; ProSpec Portland Cement Floor Mud; Visqueen; Specialty Thin Diamond Blades; and, 12" Terrazzo Tiles as furnished by the Authority to match existing tiles at replacement location.

- 1) Wet cut through grout joints, mud bed, divider strips, and wire mesh with a fine line diamond edge saw blade to a maximum 1.5 mm (.06 in) wide by +/- 2-1/4" deep. Avoid cutting structural concrete decks. Control dust and excess water with constant attendance using a wet pick up vacuum with well-maintained dust control filters.
- 2) Remove tile, mud bed, and wire mesh as a whole without damaging surrounding tile. The Visqueen slip sheet is to remain in place; or, if damaged, replace with new.
- 3) Use a conventional Portland cement mud bed per TCA F-111 guidelines – latex "milk" prime, mix the cement/granular composite, fill area of evacuated previous tile/mud bed, spread mortar and compact.
- 4) Back butter Mapei Kerabond with Keralastic latex modified setting mortar onto Authority-provided replacement tile and install/compress into damp mud bed flush and level with equal grout joint spacing at all sides.
- 5) Allow 24 to 48 hours set-up time free from traffic prior to new grout joint application. Grout joints to be installed as outlined herein.
- 6) Follow Mapei-Ultracolor Plus Installation guidelines per label instructions.
- 7) Grout must cure 72 hours prior to wet grinding/polishing.

B. Install Terrazzo Tile Control Joints

- 1) Wet cut through the new control joint location (existing grout joint as designated or diagonally through tile – see details A & B on plan sheets A-11 and A-12, to be furnished at a later date) with a fine line diamond edge 7.874 mm (.31 in.) wide saw blade as detailed and to a depth of approximately 2-1/4" deep. Adjust blade width as necessary to provide a snug fitting Dilex joint. Avoid damaging adjacent tiles. Cut through grout joints, tile, mud bed, divider strips, and wire mesh completely. Saw cutting must be achieved assuring a straight line. Control dust with constant attendance using water and a wet pick up vacuum with well-maintained dust control filters.
- 2) Remove residual particles using a vacuum with well-maintained dust control filters.
- 3) Install Schluter Systems Dilex MP 35G (grey) movement joint material into new joint with grout or epoxy buttered onto each side according to manufacturer's guidelines.
- 4) Set Dilex MP level and true filling the entire saw cut. Allow to cure, free from traffic according to manufacturer's recommendations.

C. Grout Joint Replacement

To include all existing grout joints within the Work area as assigned and authorized.

- 1) Wet cut through all grout joints with a fine line diamond edge saw blade to a maximum 3.18 mm (.125 in.) wide by 3/4" deep. Avoid damaging adjacent tile. Saw cutting must be achieved assuring a straight line. Control dust and excess water with constant attendance using a wet pick up vacuum with well-maintained dust control filters.

- 2) Grout joints must be clean and free of standing water, dust, dirt, and foreign matter. Clean the tile surface thoroughly to remove dust, dirt and other contaminants.
- 3) Follow Mapei-Ultracolor Plus installation guidelines per manufacturer's written instructions. Assure proper color consistency by mixing multiple bags prior to mixing according to manufacturer's guidelines. Final new grout joint is to be full depth of tile free of voids and pockets and flush with the surface of the tile – recessed areas will not be accepted. .
- 4) Grout must cure a minimum 72 hours prior to wet grinding/polishing.

This project may be performed by a qualified and certified Tile Expert Subcontractor with at least five (5) years of previous experience performing Terrazzo tile, grout, and control joint repair, replacement, and installation work. Such work will be performed as requested and approved by the Authority, and will be performed under the direct oversight and supervision of the Provider.

The Authority may furnish much of the Terrazzo tile, control joint, and grout materials required to perform this work, or the Provider or Subcontractor may need to furnish certain materials as requested. The Provider or Subcontractor shall furnish all necessary tools, equipment, cutting equipment, consumables, expertise, and incidentals necessary to perform the work. The amount of such work will be determined by the Authority.

28. Project Procedure 29 – Terrazzo Tile Grinding, Polishing, and Sealing
ESTIMATED FREQUENCY: Annually, As Assigned and Authorized (currently subcontracted)

A. Terrazzo Tile Grind/Polish and Seal:

The purpose of this project is two-fold. First, it will provide an opportunity to create a uniform appearance following grout repairs – 72 hours minimum after grouting. Secondly, it will allow for the phased, fixed-interval maintenance of the Terrazzo Tile floor to maintain the luster and natural shine of the tile, as determined necessary for the high, medium, and low foot-traffic areas of the airport, based on a phasing plan.

- 1) Abrasively “wet grind” with semi coarse “genesis” type diamond pads, initial grits approximating #80-120.
- 2) Proceed to the next step with nominal #220 grit diamond pads.
- 3) Touch up any cosmetic flaws in the grouting.
- 4) Proceed to the next step with nominal #400 grit diamond pads.
- 5) Final pass with diamond impregnated pads.

- 6) Apply penetrating floor sealer solution Prosoco SLX 100, or approved equivalent, via spray/roller, to coverage in manufacturer's instructions, which “wets out” the tile surface.
- 7) Allow product to dry/cure and reapply second thinner film coat to insure total coverage according to directions.
- 8) Broom out puddles and remove excess according to label directions.
- 9) Allow to dry and cure 24 hours minimum before opening up area for pedestrian traffic.

B. Terrazzo Tile Other Related Work:

- 1) Treat and remove stains from existing floor tiles not otherwise damaged during the tile replacement work and prior to grout replacement. Stain removal process / chemical must be approved by AECOM prior to use.
- 2) Caulk edges of dissimilar surfaces where the tile floor meets cabinets, wall surfaces, elevator pits, escalator pits, miscellaneous equipment, etc.

Areas where the building expansion joint needs to be replaced must be re-opened every morning to passenger traffic, full width. Provider or Subcontractor will be required to provide an acceptable cover over the expansion joint repair areas (plywood, ramps, etc.) in order to re-open areas to traffic, in coordination with the Provider and the Authority's Contract Management Department.

This project may be performed by a qualified and certified Tile Expert Subcontractor with at least five (5) years of previous experience performing Terrazzo Tile Grind/Polish and Seal or other related Work. Such work will be performed as requested and approved by the Authority, and will be performed under the direct oversight and supervision of the Provider.

The Authority may furnish the Terrazzo tile, control joint, and grout materials, and sealer and impregnator products required to perform this work, or the Provider or a Subcontractor may be required to furnish these materials as requested, at a markup as quoted or negotiated. The Provider or Subcontractor shall furnish all necessary tools, supplies, equipment, grinding and diamond-imbedded pads, sealer and impregnator products, cutting equipment, consumables, expertise, and incidentals necessary to perform the work.

29. Project Procedure 30 – Terrazzo Tile Stain Removal and Surface Treatment
ESTIMATED FREQUENCY: Year Round, As Assigned and Authorized

The Provider shall be the initial responder and make every effort to Treat Terrazzo Tile surface stains, using a mop or clean rag, followed by treating the stain with an approved neutral cleaning product suitable for the Terrazzo tile in place at the airport(s). In the event the stain is set, or unable to be removed by common treatment methods, the Provider may attempt to remove the stain using the process referenced herein, or if a stubborn stain, may request the services of the Tile Expert Professional to provide for the removal of the stain using other methods, some of which might require additional treatment of the tile surface to remove any etching, discoloration, or damage to the surface of the tile which must be eliminated via a mechanical methods.

The first step for a stain removal expert is to evaluate the type of stain to be removed. There are three primary types of stains which must be addressed to create a uniform appearance following stain removal (stain removal shall not take place within 72 hours after grouting).

- Stain With Discoloration, No Acid Etch - Example: Coffee
- Stain With Acid Etch, No Discoloration - Example: Orange Juice
- Stain With Acid Etch, And Discoloration - Example: Red Wine

Once the expert evaluates the type stain to be removed it is time to determine which chemical will be most effective, keeping in mind the time constraints of a commercial airport, safety of the travelers, safety apparel for the technician, chemical vapors, neutralization and disposal of said chemicals.

The following procedures are a general outline of steps to take for each type of stain:

- A. Stain With Discoloration, No Acid Etch (i.e, coffee). Remove with industrial strength hydrogen Peroxide, Prosoco SLX Penetrating Sealer (or approved equivalents).

Scope: Stanchion off area, apply appropriate chemical, allow proper dwell time, visibly inspect stain, reapply if needed. Once stain has been removed, the chemical will be neutralized and the area will be cleaned with a penetrating sealer applied to the affected area. Depending upon area affected and depth of the stain, surface grinding and honing of the stained area may be necessary.

- B. Stain With Acid Etch, No Discoloration (i.e., orange juice). Remove with diamond abrasives, Prosoco SLX Penetrating Sealer or similar approved equivalent.

Scope: Grind & Hone to remove etch. Seal affected area. Blend finish into surrounding material. Depth of grinding will be determined by the severity of the etch. It may be necessary to use a metal bonded diamond (aggressive cut) to achieve a uniform finish.

- C. Stain With Acid Etch, And Discoloration (i.e., red wine). Remove with industrial strength hydrogen peroxide, Dilamnine Oil Emulsifier, Diamond Abrasives, Proscoco SLX Penetrating Sealer

Scope: Stanchion off area, apply stain remover, allow proper dwell time, visibly inspect stain, reapply if needed. Once stain has been removed, grind and hone to remove etch. Seal affected area. Blend finish into surrounding material.

Note: Terrazzo Tile Experts use different terminology when describing stains and the stain removal process. The above represents a basic description in a user-friendly manner of the most commonly used techniques for stain removal. Terrazzo Tile Experts will use the determined chemicals at the appropriate strength in a manner which will remove stains without permanently damaging the terrazzo tile. It is important to understand that if too strong a chemical is utilized it can damage the terrazzo tile and leave the surface pitted. If we grind too aggressively this can lead to the cupping of the tile not to mention the matrix of the terrazzo tile can then show through the surface. If chemicals and abrasives have proven ineffective or have only removed a percentage of the stain, other processes can be performed at the discretion of the Tile Expert in coordination with the Provider and the approval of the Authority's Contract Management Department.

In the event such stain removal or treatment process results in the etching, discoloration, or damage to the surface of the tile as a result of the stain treatment/removal process, the Provider may arrange, with the prior approval of the Authority, for a Terrazzo Tile Expert to respond to treat the surface of the tile via mechanical methods, and thereby "blend" in the subject tile with the surrounding tile using appropriate and phased grinding, honing, and polishing the tile to match the surrounding area. It may also be necessary to re-treat the area with the Terrazzo Tile sealer/impregnator product as may be referenced herein, or otherwise approved by the Authority, to protect the tile surface for additional staining into the pores of the tile surface. In such case, the Provider and Subcontractor shall follow the procedure outlined in the "Terrazzo Tile Grind/Polish and Seal" project task included herein.

Additionally, In the event that tile piece replacement is required, then the Provider and Subcontractor shall follow the procedure outlined in the "Terrazzo Tile, Grout, and Joint Repair and Replacement" project task included herein.

**EXHIBIT G3
CLEANING SUPPLY SPECIFICATIONS AND HISTORICAL USAGE**

Item & Description Type	Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Estimate Usage	Monthly AVG
REN06149-WB 8 REMOWN SELECT TWL M/F 9" WHT - 9" X 500	Case	712	665	871	644	505	406	426	365	322	404	560	686	6566	547
REN06110-SP 8 TT JRT 2PLY WHITE - 12 ROLLS/CS	Case	548	548	798	630	450	313	449	359	266	396	476	458	5691	474
REN06005-WB REN Hard RL Towel White 7.785X	Case	60	58	84	57	48	45	45	68	56	40	50	49	660	55
GPT89730 Flex EPA Paper Towel WH 6/C	Case	3	56	82	67	48	37	32	13	41	42	53	52	526	44
REN03801 8 RENOWN TOILET SEAT COVERS 1/2 FOLD 25	Case	36	38	45	32	26	20	21	16	19	24	23	31	331	28
HOS67015 LINER BABY TABLE W/ MOIST PROOF	Box	2	3	5	4	2	3	4	1	2	2	3	3	34	3
HOS7500 TAMPAX TAMPON REGULAR, VENDOR TUBE 500/CS	Case	0	2	0	1	0	1	0	1	0	2	1	2	10	1
HOS147A FOLDED MAXI 4IN PAD VENDOR BOX 1 CS	Case	0	2	0	0	1	0	0	1	0	2	1	1	8	1
APP12506-WB 8 APPEAL BATH TISSUE RL SINGLE WHT	Case	2	2	0	4	3	5	3	1	2	3	3	5	33	3
REN14512-CA 8 RENOWN LNR 40X48 12MIC NAT	Case	7	16	21	13	12	14	15	12	11	10	14	15	160	13
REN12500-CA 8 RENOWN LNR 30X37 10MIC	Case	91	103	129	110	83	74	83	78	65	79	82	122	1099	92
REN11000-CA RENOWN LNR 24X24 6MIC NAT - 50/ROLL	Case	12	6	8	8	9	12	10	7	9	7	10	7	105	9
Yellow Liners	Case	0	0	1	0	0	0	0	0	1	0	0	0	2	0
APP13113 8 APPEAL GLOVES X-LGE NITRILE PWD-FRE	Box	80	77	90	171	69	40	16	6	12	17	85	140	803	67
APP13112 8 APPEAL GLOVES LARGE NITRILE PWD-FRE	Box	75	105	180	131	101	50	59	68	62	85	85	89	1090	91
APP13111 8 APPEAL GLOVES MED NITRILE PWD-FRE	Box	89	115	190	117	159	70	77	23	24	113	50	125	1152	96
APP13110 8 APPEAL GLOVES SMALL NITRILE PDW-FRE	Box	0	0	40	10	10	50	16	7	6	13	18	48	218	18
REN02469 10 RENOWN CX HANDWASH FOAM CLR/MILD	bottle	156	252	311	269	155	146	159	131	86	156	164	263	2248	187
TCC450019 800ML LOTION FOAM SOAP W/MOISTRZR	bottle	35	51	69	77	122	51	79	52	82	56	94	52	820	68
REN02503 8 RENOWN WHITE LOTION HAND SOAP	bottle	52	42	24	27	18	7	9	6	14	8	6	12	225	19
SLVSJS-1751 Senior Deck Mount Foam Soap 1000ML	bottle	0	107	181	168	105	65	85	78	79	89	38	48	1043	87
SPA4820 CLEAN ON THE GO CLEAN BY PEROXY Cs/4	Each	24	32	37	33	24	23	61	25	21	29	30	22	361	30
SPA4716 8 CLEAN ON THE GO NABC BATH CLEANER	Each	7	2	7	4	12	5	7	9	7	11	14	10	95	8
SPA4730 8 CLEAN ON THE GO GLASS CLEANER - NON	Each	3	4	6	2	1	3	5	6	6	5	4	13	58	5
#6 - Degreaser (4)	Each	0	1	0	1	0	0	1	0	1	0	1	1	6	1
Comet (24) REPLACEMENT	can	0	1	0	0	1	0	0	0	0	2	0	1	5	0
ECO6196291 ENDUST DUST TRMT AERO 6/15.5OZ/CS	Can	0	0	2	1	0	0	0	2	1	1	3	1	11	1
REN05012-AM GUM REMOVER II AEROSOL	Can	5	5	5	5	0	0	0	3	2	2	3	4	34	3
49944/1P905E WHT MINERAL OIL 5GAL	Pail	0	1	1	0	1	0	1	1	0	1	1	1	8	1
REN03123 RENOWN WAVE3D URINAL SCRNB CB 8 CS	Box	7	7	7	5	7	7	7	4	7	7	4	8	77	6
Spotter Deod Protector (12)	Each	1	0	0	1	0	0	0	0	1	0	1	1	5	0
E-CLEANER 1GL ECOPE ALL PURPOSE CLNR 8 GL	Each	0	2	0	0	0	1	0	1	0	0	1	0	5	0
SPA1021-12 TB-CIDE QUAT DISINFEC/DEOD RTU QT	Each	0	1	2	2	0	1	2	0	1	2	1	1	13	1
CDC-10 Disinfectant (12)	Each	1	0	0	3	0	0	2	0	0	2	2	1	11	1
Dry Carpet Cleaner	Pail	0	1	0	0	1	0	0	1	0	0	1	0	4	0
Pre Mist Concentrate XT	Pail	0	1	0	1	1	0	0	1	0	1	0	1	6	1
REN05260-IB 8 RENOWN DUSTER EXTENDED 52-84IN	Each	16	56	22	16	24	36	18	20	18	32	22	25	305	25
MMM55654-W 8 EZTRAP DUSTER WHT 8X6X125' - 3M EAS	Box	44	63	40	24	19	24	26	18	28	21	24	54	385	32
Dust Mop Handle	Each	1	0	0	0	2	0	0	0	2	1	2	0	8	1
Dust Mop Frames (4)	Each	0	2	0	0	1	0	1	0	1	0	1	0	6	1
Dust Mop Pad	Each	4	0	0	4	0	4	0	0	0	4	0	0	16	1
Strech & Dust (5)	Pack	1	0	0	1	0	0	1	0	1	0	0	1	5	0

REN05124 8 LOBBY DUST PAN 12	Each	4	12	5	4	12	10	12	12	8	4	12	12	107	9
CSM4168303 95 TOY/LOBBY SYNTHETIC CORN BROOM BLK	Each	4	5	10	4	16	6	14	17	9	2	15	11	113	9
REN03974 8 48IN DUO SWEEP BROOM WHSE FLAGGED - 6	Each	0	5	0	0	3	0	4	0	0	2	0	4	18	2
Sweepers	Each	2	0	2	0	0	3	0	3	0	0	3	0	13	1
Carpet Roamer Spotting Tool	Each	0	1	0	1	0	1	0	1	1	0	1	1	7	1
Versamatic Plus bags	Each	10	12	12	16	18	6	12	26	23	11	24	12	182	15
Royal Uprights type B (9)	Pack	0	8	5	3	3	11	3	5	4	6	8	6	62	5
Vacuum Gasket	Each	1	0	2	0	0	3	0	2	2	0	0	3	13	1
Flat Mops-Handles	Each	12	0	2	0	2	0	2	2	0	12	3	4	39	3
Flat Mop Quick Connect (6)	Each	12	0	8	0	0	0	4	0	4	0	4	4	32	3
Flat Mop Pads (12) RED	Each	0	0	0	0	100	200	60	0	200	100	0	0	660	55
Flat Mop Pads (10)	Each	20	10	30	10	10	20	30	20	10	20	30	20	230	19
Mop heads Microfiber BLUE	Each	24	60	50	40	40	30	60	40	40	60	60	40	544	45
Mop heads Microfiber GREEN	Each	40	60	50	40	45	50	60	40	30	40	50	50	555	46
Mop heads Microfiber RED	Each	20	20	50	25	20	20	50	24	36	40	25	50	380	32
Mop heads (24)	Each	20	10	12	16	14	20	12	16	14	14	18	16	182	15
Mop Handles YELLOW (12)	Each	4	4	3	3	4	5	0	0	0	0	0	0	23	2
Mop Buckets - 35qt	Each	14	0	0	0	0	2	3	4	5	3	3	3	37	3
Bowl Brush Hard	Each	12	0	12	12	0	12	12	0	12	12	0	12	96	8
Bowl Brush Holder	Each	12	0	12	12	0	12	12	0	12	12	0	12	96	8
Scrub Sponge YELLOW (40)	Each	24	20	16	12	20	28	40	20	12	24	20	45	281	23
Scrub Sponge Scotch Brite (40)	Each	10	6	5	8	5	8	6	5	5	5	8	8	79	7
GeePress	Each	3	2	1	3	2	0	2	4	3	2	3	2	27	2
Brute Caddy Bag Yellow	Each	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Brute Dolly Black (2)	Pack	4	0	4	0	0	5	0	0	3	0	3	0	19	2
24" Stretch Lock	Each	0	3	2	0	2	4	2	2	4	2	2	2	25	2
Squeegee Channel	Each	7	0	5	0	4	0	0	10	0	5	2	0	33	3
Squeegee Handle Fast Lock	Each	7	0	5	0	4	0	0	10	0	5	2	0	33	3
Squeegee Stick	Each	3	0	2	0	4	0	5	5	0	3	2	4	28	2
Putty Knife	Box	1	0	0	0	0	1	0	0	0	1	0	0	3	0
Spray bottle	Each	10	0	0	24	0	10	0	10	0	15	10	10	89	7
Trigger for Spray bottle	Each	10	12	24	3	10	15	12	22	10	35	12	28	193	16
Tank Sprayer 2 gal.	Box	1	0	1	0	1	0	0	1	0	1	0	1	6	1
HOS531-25 95 RAG TURKISH TERRY TOWEL 25LB	case	2	0	1	1	1	0	0	1	1	1	0	0	8	1
Blue Microfiber Cloth (50)	Each	150	25	50	100	0	40	50	100	50	25	0	0	590	49
Green Microfiber Cloth (50)	Each	25	0	20	60	60	0	0	0	0	0	0	0	165	14
Yellow Microfiber Cloth (50)	Each	100	0	50	60	25	50	0	0	0	0	0	0	285	24
Red Microfiber Cloth (50)	Each	25	0	0	25	100	0	25	0	25	25	0	0	225	19
21540001Y50-140FW-FINE WHITE SILICA SAND	Bag	2	4	3	4	3	1	3	3	4	3	4	0	34	3
Kneepads	Each	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Safety Vest	Pack	3	2	7	4	0	3	2	0	2	3	5	0	31	3
Safety Belt Back Support	Each	1	1	2	0	3	1	0	2	2	3	0	0	15	1
Safety Glasses (12)	Box	4	3	5	0	10	6	4	0	5	7	0	0	44	4
Safety Goggles (12)	Each	1	0	0	0	1	0	1	0	1	1	0	0	5	0
Dust mask	Box	1	0	0	1	0	1	0	1	1	0	1	1	7	1
Bloodborne Kit	Each	0	2	3	0	1	0	0	1	1	0	2	2	12	1

First Aid Kit	Box	1	0	2	0	0	1	0	1	0	1	1	2	9	1
Hand Wipe bottle-GoJo Purell (10)	Box	1	2	0	3	1	0	1	1	0	1	1	0	11	1
Purell Wall unit GoJo Purell foam (2)	Box	1	0	0	1	0	0	1	0	0	0	1	0	4	0
Hand Sanitize Purell Hand Wipes (10 box/100 per 10 per case)	Box	1	3	2	2	1	1	1	2	2	1	2	3	21	2
Blue Recycle Bags	Box	0	0	5	4	3	3	3	2	2	2	5	7	36	3
Odor Absorbant and Eater	Box	0	0	1	0	1	1	0	2	1	1	2	2	11	1

EXHIBIT G4

Material Safety Data Sheet Reference

Description	SDS #	Manufacturer
Clean on the go Degreaser [6]	4734	Spartan
Clean on the go Super Concentrated Glass & Hard Surface cleaner [3]	4730	Spartan
Clean on the go NABC concentrate [1]	4716	Spartan
Clean on the go Clean By Peroxy [15]	4820	Spartan
Bounce Back	4330	Spartan
Carpet Rinse & Neutralizer	interline_Carpet Rinse & Neutralizer	Renown
Defoamer	interline_Liquid Defoamer	Renown
Clothesline Fresh Laundry Detergent [3]	7003	Spartan
Multi-Enzyme Spotter, Deodorizer, Protector	interline_Multi-Enzyme Spotter & Deodorizer	Renown
Ultra Floor Finish	interline_Ultra Durable floor Finish	Renown
Wave 3D Air Freshener	3WDS	Renown
Endust (Aerosol)	350000021022	Ecolab
Clean By Peroxy	4820	Spartan
Tribase Multi Purpose Cleaner	3830	Spartan
Healthminder Foaming Soap	LS 104-223-00.003	Sloan
Shineline Emulsifier Plus - Stripper	^0084	Spartan
CDC - 10	3210, 3220	Spartan
Sparcreme	7320, 7101	Spartan
Renown Oder Absorbant & Eater	^0336	Renown
Millicare-Dry Carpet Cleaner	820658	Sylvan Chemical Co inc.
Millicare Pre-Mist Concentrate NXT	827020	Sylvan Chemical Co inc.
Green Solutions Industrial Cleaner	3506, 3515	Spartan
Renown White Hand Soap	51474-00003	Renown
Dawn dishwashing liquid	97591965_RET_NG	P & G Product
White Mineral Oil	H0741	CleanPak Products
SC200	2200	Spartan
Germicidal Bowl Cleanse	7120, 7102	Spartan
TB-CIDE QUAT	1021, 1017	Spartan
Thurcounter Green Certified Foam	30606-00004	Renown
Hydrogen Peroxide 20-60%	H202-2060-0105	Solvay Chemical Co inc.
Clean on the go Tri-Base Multi Purpose Cleaner (17)	4830	Spartan
E-Cleaner	119265	Ecore International
VPI ESD Ongoing Cleaner	04001G	VPI Corporation
Consume Eco-Lyzer	3297	Spartan
Enriched Foam Lotion Soap with Moisturizers	8019	Rubbermaid
ABC Dry Chemical Fire Extinguishant	144-55-8	Shield Fire Protection
Chewing Gum Remover	6445	Spartan
Orange Tough 90	2290	Spartan
Hi Test NL102	NL 01	Newline Industries
Tread Clean	CS-20-00	REN
Graffiti Remover SAC	3071, 3171	Spartan
42- Clothesline Fresh Xtreme Oxygen Bleach {15}	7015	Spartan
32 fl. oz. Hand Sanitizing Solution Refill Bags		Lavi Industries



ADDENDUM 1

ISSUED: June 9, 2020

Request for Proposals 20-45MMW

Janitorial Services at the Southwest Florida International Airport

Potential proposers and other interested parties are officially informed that the Request for Proposals (RFP) is hereby revised, changed, and supplemented as set forth herein. This addendum is incorporated in and made a part of the above referenced RFP. Receipt of this addendum must be acknowledged on Form 1, Proposer's Certification.

Item 1. Questions and Responses: The following questions were received by potential proposers on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q01. Badging costs?

A01. There is no cost to obtain a badge. In the event of a lost or stolen badge, a replacement fee of \$80.00 is payable at the time the replacement badge is issued. In addition, a fee of \$80.00 will be deducted from the Provider's monthly pay application for all unreturned badges.

Q02. Is there a union in place? If so, please provide contact information.

A02. There is no union in place.

Q03. Is there a prevailing wage and benefit structure?

A03. Prevailing wage requirements do not apply.

Q04. The bid bond is 5%, the performance bond is \$2 million, payment bond \$1 million - performance & payment bonds on every year or just first?

A04. In accordance with the RFP, "The performance bond will remain in full force and effect for the entire term of the contract, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Contract.

In accordance with the RFP "The purpose of the payment bond is to ensure timely payment of the Provider's subcontractors and suppliers in connection with the services being provided pursuant to the Contract, for the entire term of the Contract, including any renewal periods thereof.

Q05. We saw your 2020 traffic projections at 50% or less. Do you want 2020's cost to reflect those reduced needs or based on 10 million plus?

A05. See revised Exhibit D-1, Cost Proposal, attached, which sets forth the following estimated traffic projections to determine annual fee estimations:

YEAR 1: 7.5 million YEAR 2: 8 million YEAR 3: 8.5 million
YEAR 4: 9 million YEAR 5: 9.5 million

1st OPTION Period: 10 million
2nd OPTION period: 10.5 million.

Proposers are reminded that the cost proposal is one criterion of many that will be considered in the evaluation of the proposals.

Q06. Who is the current window cleaning contractor?

A06. **Window cleaning is currently subcontracted to Precision Cleaning, Inc.**

Contact: Mike Milner. Phone: 239-597-1150 Email: mike@precisionclean.com
Address: 5515 Yahl St., Suite 7, Naples, FL 34109

Exterior window cleaning is currently performed four times per year.

Q07. Exhibit G Supply History - Do not batteries/size/type?

A07. **Since provider will be providing their own equipment, battery information is not available.**

Q08. Please provide a count/type of upholstered furniture that is to be cleaned annually.

A08. **There are approximately 35-38 pieces of upholstered furniture located in the Port Authority office mezzanine area, consisting of sofas and visitor chairs. Terminal seating is not considered upholstered furniture and is addressed as Project Procedure 14 in Exhibit G.**

Q09. Square footage of acoustical ceilings to be reconditioned? Process desired?

A09. **Proposers are responsible for determining the square footage of acoustical ceiling tiles which are present in most Port Authority office areas and the majority of the first floor baggage claim area.**

The method of reconditioning used by the Provider must leave all tiles in new or like-new condition without damage or streaking. The current method of removing dust is with an appropriate brush or vacuum.

Q10. Is there a cost for employee parking?

A10. **In accordance with the RFP "The Authority will provide designated parking for the Provider's Personnel at no cost to the Provider. Parking is only for employees directly and actively engaged in performing work under the Contract. Transportation between designated parking areas and the terminal may involve shuttle services furnished by the Authority at no charge."**

Q11. Is there a washer/dryer hook up?

A11. **Yes.**

Q12. Garages - Prints indicate washrooms, elevators and elevator lobbies. Who does stairwells and garbage in parking areas?

A12. **Stairwells adjacent to parking garage elevator lobbies are the responsibility of the janitorial service provider. The other garage stairwells are the responsibility of the parking service provider. Trash in the garage elevator area and first floor area immediately behind the Rental Car Building are the responsibility of the janitorial service provider. All other trash in garage is the responsibility of the parking service provider.**

Q13. What is the current benefit package for the staff? Are vacation, sick days, holidays and personal time included?

A13. **See attached Benefits Guide for the current provider's hourly and salaried employees.**

Q14. Exhibit F - Is that equipment provided by the airport or just a list of current vendors? If airports, who pays for replacements & maintenance?

A14. **In accordance with the RFP "The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority." Additionally "For informational purposes only, Exhibit F, Current Equipment List, identifies a list of equipment being utilized by the current provider under the existing agreement as of the date of the release of this RFP. The Authority intends to surplus all equipment listed in Exhibit F upon expiration or termination of the current agreement.**

Q15. Who provides maintenance of the three trucks? Gasoline?

A15. **The Provider must provide equipment and vehicles as necessary to meet the performance requirements of the Contract at no additional cost to the Authority. Additionally, Vehicle registration, insurance, and maintenance is the responsibility of the Provider at no additional cost to the Authority. Provider is also responsible for fueling the equipment and vehicles.**

Q16. What is the annual budget or cap for the services outlined in the RFP?

A16. **It is impossible to determine the annual budget for the services as they are outlined in the RFP.**

Q17. Who is your current janitorial service provider?

A17. **SP Plus.**

Q18. What is the current monthly contract cost for the services outlined in the RFP?

A18. **Unknown.**

Q19. Please provide copies of the monthly invoices for the past 6 months.

A19. **This information is not relevant to submitting a proposal.**

Q20. Is the current scope same or different from the services being requested? If so, what is the difference?

A20. **The scope of work requires the provider "to ensure proper and satisfactory janitorial maintenance of Authority buildings which in turn affords the traveling public a pleasant experience and a favorable impression of the Southwest Florida International Airport." This scope is generally the same as the scope of work under the existing agreement.**

Q21. What is the average monthly amount of Liquidated Damages that have been imposed on current contract? (RFP page 29)

A21. **\$0.00**

Q22. What is the cost, fines and fees to the vendor to obtain Control Airport security badges issued to Personnel? (RFP page 17)

A22. **See A1.**

Q23. Could the bonds be issued on the Surety "standard bond forms", or will the Port Authority be providing their own bond forms to be completed?

A23. **The performance and the payment bond may be provided on the surety's standard bond forms. However, the surety's forms will be reviewed by, and are subject to approval for sufficiency by, the Authority. The customs bond must be presented on U.S. Customs Bond Form 301 or an equivalent that is acceptable to the U.S. Bureau of Customs & Border Patrol and must likewise be maintained in effect during the entire term of the agreement. The fidelity bond may be provided on the surety's standard form and must name the Authority as the insured.**

The Authority will not provide bond forms.

Q24. Could the bonds be issued on an annualized basis for the duration of the contract?

A24. **See A4., above.**

Q25. Could you provide an estimated date for issuance of Q&A and/or final addenda?

A25. **The period for questions and clarification requests closed on June 1, 2020.**

Q26. I wanted to follow up on the question if we are still allowed to make a proposal even if we already provide cleaning services for one of the airlines and if so, would we have to end that service if we were to be awarded the janitorial contract for RSW?

A26. **In accordance with the RFP, "Neither the Provider nor any of its employees may perform any Janitorial Services at the Airport for a terminal area tenant, unless in an exceptional instance and approved in advance and in writing by the Authority." This requirement does not preclude a proposer who is currently servicing a tenant or airline at RSW from submitting a proposal for consideration. However, if the proposer's proposal is selected, the proposer must terminate any agreements with parties on airport property before entering into an agreement with the Authority to provide janitorial services pursuant to this RFP.**

Q27. Would staffing that provides 2,250 hours per week be considered to meet the *Full Time Equivalent* staffing requirement of at least seventy-five (75) full-time employees for three consecutive years during the past ten years?

A27. **No. Revise Part C., Content and Organizational of Proposal, Item C.02 – Information to be Submitted, Section 1, second bullet point to read: For at least three consecutive years, Proposer must have provided commercial janitorial services over multiple shifts, seven days per week, all year long, with a staff of at least seventy-five (75) full time employees or staffing that provides 3,000 hours per week, to one of the following:**

One commercial-service medium hub or large airport as defined by the FAA (information can be found at www.faa.gov/airports/aip/grantapportion_data/ - then click on "Primary Entitlements"), or;

One large public facility with a minimum of 700,000 square feet of indoor, climate controlled area such as, but not limited to, a mall, convention center, college campus or museum.

Q28. Is it the Authority's desire to maintain the same sub-contractor for tile replacement services, if so can the authority provide the name of the organization?

A28. **The successful Provider may select the subcontractor of its choosing for tile replacement services. The existing tile replacement provider is Jim Lytell Marble & Stone Restoration (239) 948-3000. office@jimlytellmarble.com.**

Q29. Given the tenure of the existing employee base and the previous contract structure, as well to honor the Authority's relationship with the current employee base, can the average rate of pay be provided for the tenured employees?

A29. **Attached is the current schedule of wages for informational purposes. This does not take into account any incentives or pay adjustments afforded by the current Provider.**

- Q30. On page 29 of the RFP, Part F/Insurance and Indemnification, it states that "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...should be submitted with the proposal." Is a copy of the insurance certificate in addition to the requirement to "Provide a written statement of assurance of proposer's ability to meet the insurance requirements..." on page 30 of the RFP? If it is, where should the certificate be inserted? In an "Additional Information" section?
- A30. **Proposer's are required to provide a written statement of assurance of proposer's ability to meet the insurance requirements and the performance, payment, customs and fidelity bond requirements set out in the RFP. Proposer may also provide a copy of its current insurance certificate to verify its ability to provide the insurance coverages set forth in Part F. The certificate may be submitted in Section 1 - Minimum Qualifications, of proposer's proposal.**
- Q31. For supporting documents, such as the 2 past years of audited financials with auditor's notes, that have approximately 100 pages, would you like them inserted at the end in an Additional/Supporting Documents section?
- A31. **Proposers are required to arrange the information contained in the proposal according to the sections set forth in C.02 – INFORMATION TO BE SUBMITTED. Therefore, Section 3 of the proposal must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years and by certifying annual gross income during the previous 12 month period. Providing supporting documents as an attachment at the end of the proposal is acceptable.**
- Q32. In Section 3, the requirement "Proposer must also submit with its proposal a statement of its credit standing in the form of a letter from its bank, a current credit report or a Dun & Bradstreet report", would a DNB report from February 2020 suffice?
- A32. **Yes.**
- Q33. For Forms #1-4, would the Authority be ok with the forms inserted in an "Additional Information" section at the end of the response?
- A33. **Yes. Part C, Content and Organization of Proposal is hereby revised to add the following: "Section 27 – Forms. Proposers are to complete and submit Proposal Forms 1 -4".**
- Q34. Can the 2 references required in section 6 also be listed in section 5 (experience and past performance)?
- A34. **Yes.**
- Q35. How many references do we need to provide for key personnel? (section 7)
- A35. **In accordance with Section 7 of Part C, Content and Organization of Proposal, proposers are required to provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. No minimum or maximum amount of references has been set.**

- Q36. Based on your current staffing plan, do you anticipate 1 person outside at all times in the terminal area or approximately that a 2-3 person job?
- A36. **Currently one person is assigned to work curbside at the terminal on 1st & 2nd shifts; however, this is dependent on passenger traffic and flight schedules. The Provider is required to maintain the minimum standards set forth in Exhibit B.**
- Q37. Please provide a list of bidders.
- A37. **A list of proposers will not be available until proposals have been received.**
- Q38. Request for the submittal deadline of June 15 to be extended.
- A38. **The date to receive proposals is extended to June 16 at 2pm. Proposals must be received no later than 2:00 p.m. on Tuesday, June 16, 2020 at 11000 Terminal Access Road, 3rd floor, Fort Myers, Florida.**
- Q39. What is the annual cost of the current Janitorial Services contract (prior to any COVID-19 related reductions in force)?
- A39. **The annual cost of the current janitorial services contract is not known because it has been in place for less than one year.**
- Q40. Insurance – requirements for Commercial General Liability and Auto coverages be met with a combination of underlying coverage and umbrella coverage?
- A40. **Yes.**
- Q41. Bonding-Are there specified bond forms required, or can the surety use their own forms?
- A41. **See A23.**
- Q42. Bonding-With respect to the performance and payment bonds, are annually renewable bond forms acceptable?
- A42. **Yes. All bonds other than the proposal guaranty must be renewed or replaced so as to remain in full force and effect for the entire term of the agreement.**
- Q43. Is a sample contract available for review?
- A43. **A sample contract will be provided in a subsequent addendum.**
- Q44. Our understanding is that the contract is a firm-fixed price. Do you require certified payroll?
- A44. **Correct. Certified payroll reports are not required.**

- Q45. Who is currently providing services for project procedure 8, Cleaning High Areas and HVAC Vents?
- A45. **Carpet Cleaning & High Dusting Pro Cleaning Systems**
Contact: Richard Dornellas at 813-507-1616 or by email at rdornellasjr@pro-cleaningssystem.com
- Q46. Who is currently providing services for project procedure 21, Cleaning Airside/Landside/Mezzanine/High Windows?
- A46. **See A06.**
- Q47. Project Procedure 28 - Terrazzo Tile, Grout & Joint Repair/Replacement and Project Procedure 29 - Terrazzo Tile Grinding, Polishing, and Sealing:
- a. Who employs current maintenance personnel?
b. Who is responsible for cost of materials?
- A47. **a. Tile and grout replacement, honing, polishing, and sealing is currently subcontracted by the existing janitorial services provider to Jim Lytell Marble & Stone Restoration (239) 948-3000. office@jimlytellmarble.com**
- b. Costs for materials is the responsibility of the Provider, except for the terrazzo tiles which will be furnished by the Authority.**
- Q48. Does the proposal require submittal of both Exhibit D1 and D2?
- A48. **Part C, Content and Organization of Proposal, Item C.02, Sections 1 – 26 outlines the information that must be contained in your proposal. Section 26 – Cost Proposal required the submission of Exhibit D1. D2 is a pay application sample.**
- Q49. How long do periods of high volume last? How many periods annually?
- A49. **Refer to Exhibit A, Passenger Traffic for 2009 – 2019.**
- Q50. What is the current Work Order Platform?
- A50. **The Authority uses the Maximo CMMS system for the janitorial service Provider to submit maintenance and/or repair issues to the Authority's Maintenance Department that it sees during the course of providing services.**
- In accordance with Part C, Content and Organization of proposal, C.02 Information to be Submitted, Section 18: Automation & Technology: the Authority is seeking technological solutions that give the Authority the ability to submit janitorial-related work orders to the Provider.**
- Q51. What is the current restroom traffic tracking technology?
- A51. **None.**

- Q52. Is there a tracking requirement for restroom supplies and/or trash volume?
A52. **Section 18 - Automation and Technology contained in Part C requires proposers to explain how personnel will use technology to manage operations and service levels during peak times.**
- Q53. Please confirm number of restrooms included in the tracking requirements.
A53. **There are approximately 75 public and non-public restrooms in the main terminal and rental car buildings, six of which are heavily utilized. In accordance with Section 18 - Automation and Technology contained in Part C proposer's are to describe use of automation and technology as it relates to the performance of the services and monitoring the supply levels.**
- Q54. Count of Trash bins, Paper Towel holders, Toilet Paper Dispensers, and Soap Dispensers in each restroom?
A54. **The typical public restroom contains 4-6 trash bins, 4-6 paper towel dispensers, and 4-7 soap dispensers. Non-public restrooms have 1-2 trash bins, 1-3 paper towel dispensers, and 1-3 soap dispensers.**
- Q55. Please provide pictures and Model of all types of dispensers and bins, and the spring mechanism on the restroom doors?
A55. **Kimberly Clark manual roll towel dispenser
AJW tri fold dispenser
Georgia Pacific automatic roll towel dispenser
Rubbermaid foam soap dispenser
Sloan automatic foam soap dispenser
Unknown brand automatic foam soap dispenser
No spring mechanism on restroom stall doors
Photographs are attached.**
- Q56. Please provide availability of power outlets in each area for connecting a gateway/modem & indicate the location of the outlets for each restroom pair?
A56. **The vast majority of restroom pairs have power outlet availability either immediately outside the restrooms, or nearby.**
- Q57. Which cellular carrier works best in the building?
A57. **As of June 1, 2020, T-Mobile and Verizon are currently on the distributed antennae system.**
- Q58. Please provide floor maps of each area where tracking devices will be installed.
A58. **See A52 and A53.**

- Q59. If the customs and fidelity bonds are due with the response, should they be inserted in an "Additional Information" section at the end of the response?
- A59. **Part F, Insurance and Indemnification, Proposal Guaranty and Bond Requirements, is revised to add the following sentence to the end of the Customs Bond and the Fidelity Bond sections: The bond must be provided by the successful proposer within ten (10) days of the Authority's issuance of the written notice of intent to award the contract.**
- Q60. The RFP references a Proposal Guaranty, Performance Bond and Payment Bond. We did not see any bond forms included. Please advise us if you have required bonds forms (and please provide those forms). If those have not been provided let us know if the Surety Company's forms will be acceptable.
- A60. **See A23.**
- Q61. For the Performance and Payment Forms, will you accept bonds for an initial one year with options by the Surety to renew annually after the initial term?
- A61. **See A04.**
- Q62. Following the walk-through, we understood that an addendum would be released indicating that any vendor currently operating at RSW would not be able to bid this work. Can you please clarify if this addendum will still be released, and if it disqualifies vendors that are currently providing services on behalf of an airline (and not the airport) at RSW?
- A62. **See A26.**
- Q63. How many days of service is required for the Port Authority Offices (Mezzanine) 5 or 7? And confirm they are cleaned after 5pm?
- A63. **The mezzanine offices are cleaned Monday through Friday, excluding holidays. Under the current and previous agreement, services begin on or about 4:00 p.m. (before individual offices are locked) and include trash removal and wiping desks and chairs. Dusting and vacuuming is performed on request. Mezzanine conference rooms are accessible at all times.**
- Q64. During walk through, it was stated we would be responsible for cleaning the on-site fire station, (floor plan and square footage included) including gym area. Need Clarification on scope of work / areas to be cleaned.
- A64. **Office, conference room, some restrooms, corridor, break, gym, racquetball, and minimal kitchen areas of ARFF (fire station) are to be serviced. The janitorial service provider is NOT responsible for cleaning the dorm rooms, including showers, and garage area where vehicles are housed. Service at this location will be provided two (2) times per week.**
- Q65. Teak Furniture, who is responsible for maintaining?
- A65. **The successful proposer is responsible for maintaining the teak furniture.**

Q66. It was stated that contractor is currently responsible for parking garage, clarification needed on requirements for the garage cleaning in new procurement?

A66. **Part B, Scope of Services, Item B.07 lists areas requiring routine services and includes "parking garage entryways, elevator landings, and primary stairwells."**

The Authority's parking service provider is responsible for all of areas in the parking garage. The dividing line is the expansion joint between the parking garage and the elevator and stairwell landings on the terminal side of the parking garage, with the exception of trash receptacles immediately to the south of the Rental Car Building on the ground level.

Q67. Carpet runners/walk off mats in restrooms, who provides them airport or vendor?

A67. **The Authority.**

Q68. Section 20 QC / QA limited to 12 pages, are sample reports included in the page counts?

A68. **No.**

Q69. What areas require key access? Alarm codes?

A69. **Most janitorial personnel will only need their airport-issued ID badges for access. Areas that require keys, such as storage rooms, will be issued to janitorial managers and/or supervisors. The provider is responsible for the keys as outlined in section B.14 of the RFP. There are no alarm codes. Customs & Border Patrol has additional badging requirements.**

Q70. Are there any required % goals for any subcontracting that might be provided?

A70. **No.**

Q71. Would the airport provide use of lifts for any high work?

A71. **The Provider may request use of one lift for high dusting. Approval is subject to availability, provider's experience operating a lift, and submission of a release of liability in advance.**

Q72. On walk it was stated that the airport currently uses approximately 80% trifold paper towels, can you provide a more concrete time frame for this to be changed to roll towels?

A72. **A date has not been determined at this time.**

Q73. Are there any dumpsters/compactors located under terminal for custodial use?

A73. **Currently trash is brought to storage trailers in the airside area. Once containers are full, trash is then transferred to a pickup truck and transported to the Trash Corral located outside of Gate 64.**

Q74. Will authority provide forms for bonding requirements or can the surety provide their own?

A74. **See A23.**

Q75. Are bonds annual renewable?

A75. **See A42.**

Q76. Is a sample agreement available for new procurement?

A76. **See A43.**

Q77. Will reviewed financial statements be accepted by an Independent CPA Firm?

A77. **In accordance with Part C, Organization and Content of Proposal, Section 3, Proposer's Financial Capacity, "The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached. "**

Q78. Can financials be labeled confidential in a separate envelope?

A78. **Proposers may incorporate financials into the proposal inside of a separate envelope; however, the Authority is subject to Chapter 119, Florida Statutes, the Florida Public Records law, therefore, the information contained in the proposal is subject to disclosure, exemption and confidentiality provisions relating to public records. See Part A, Instruction to Proposers, Section A.20 - Trade Secrets for additional information.**

Q79. Is the current scope same or different from the services being requested? If so, what is the difference?

A79. **See A.20**

Q80. Can the submittal be two sided?

A80. **No.**

Q81. Will attachments and resumes be counted as pages?

A81. **No.**

Q82. Does the airport mandate holiday and healthcare?

A82. **No.**

- Q83. Who is the current tile flooring repair contractor?
A83. **See A28, above.**
- Q84. Do you have a list of recommended disadvantaged minority businesses?
A84. **Information concerning disadvantaged and minority vendors may be obtained from: Florida Unified Certification Program at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx> and the Florida Office of Supplier Diversity Directory at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory**
- Q85. What is the preferred goal amount for a disadvantaged minority partnership?
A85. **There is no disadvantaged business participation goal established for this procurement.**
- Q86. In regards to the outside entrance of the main terminal, it was stated in the walk-through that 1 person would only be needed for maintaining the said area. Would this be for the main entrance area only, or 1 person would be needed for each terminal?
A86. **See A36.**
- Q87. We've also noted that the Tracking system is used; would we be able to integrate an API into that system so as to have access to it?
A87. **There is no tracking system in place. See A52 and A53.**
- Q88. Lastly, with the proposal documents needing to be in a tabbed folder, were there any specific requirements as to the type of folder (manila, ring binder, etc.) or is that up to our professional discretion?
A88. **There is no specific requirement for the type of folder or binder that is used.**
- Q89. Can you provide a copy of the incumbents Proposal or location it can be found on the web?
A89. **Since the incumbent was selected to take over the services upon termination of the previous agreement as a stop-gap measure while the Authority solicited for a longer term solution, no written proposal was made.**
- Q90. What CMMS system is being used for Work Orders?
A90. **See A50.**
- Q91. What is the current status of the Terminal Expansion project?
A91. **The terminal expansion project is currently on hold due to COVID-19.**

- Q92. The Definitions in Section A defines a CMMS system provided by the Authority and to be used by Provider to submit Work Orders. Section B21 states the Provider is to provide a janitorial services Work Order platform. Which solution does the Authority seek??
- A92. **See A50.**
- Q93. Does the Authority have specifications regarding technology devices to be used in the terminal, such as size, placement, attachment system, access to power, Wi-Fi connectivity, etc.
- A93. **No.**
- Q94. How many references do we need to provide for key personnel? (section 7)
- A94. **In accordance with Section 7 of Part C, Content and Organization of Proposal, proposers are required to provide a resume and/or a brief biography along with references for each designated corporate and/or regional member of the management team. No minimum or maximum amount of references has been set.**
- Q95. Regarding installation of technology devices, is this to be performed by Authority staff or manufacturer representative? What approvals are required?
- A95. **See A52 and A53. At this time, the Authority is considering proposed solutions. Decisions regarding responsibility for installation of technology will be made at such time as a janitorial series provider is selected and an agreement is negotiated.**
- Q96. Does the Authority intend the solution that will track public restroom patron frequency be installed in all public restrooms?
- A96. **See A52 and A53. The Authority invites all proposed solutions.**
- Q97. How many people from the Authority are required to have access to the technology and reporting system?
- A97. **At a minimum, 3 Authority personnel will require access.**
- Q98. Is it the Authority's intent to include the price of the Technology in the price of the Proposal?
- A98. **Proposers should include the costs for technology in the price per square foot for general cleaning.**
- Q99. Is the Labor force organized, and if so what under what Union?
- A99. **No, there is no union.**

Q100. What are the names of the contractors performing the project work for the tile, carpet and window areas?

A100. **See A06, A45 and A47.**

Q101. Under section B.04, "The Authority invites proposals from qualified and experienced proposers with demonstrated expertise and success in providing janitorial services at facilities that are similar in size, scope and use."

Will the Authority consider proposals from bidders that can demonstrate significant experience servicing:

a. large (>700,000 square feet of indoor, climate-controlled areas), public facilities in Southwest Florida, over multiple shifts, seven days per week, year-long, over a period of decades, but

b. not at a single facility that meets the strict qualifications of seventy-five (75) full-time employees and 280,671 square feet of terrazzo flooring??

A101. **See A27.**

Q102. Under Section B.27.c (Assessment of Liquidated Damages), please give examples of what constitutes a "failed inspection."

A102. **An area that does not comply with Exhibit B - Minimum Cleaning Standards will result in a failed inspection.**

Q103. Regarding "Exhibit D1 – Cost Proposal": May the bidder create an exact facsimile of the exhibit using Microsoft Excel and submit a printout as its completed Exhibit D1?

A103. **Yes.**

Q104. Please provide a copy of labor invoices for the past 18 months.

A104. **The Port Authority does not have labor invoices for the past 18 months.**

Q105. Please provide a copy of the supply's invoices for the past 18 months.

A105. **The Port Authority does not have supply invoices for the past 18 months. The Port Authority pays the contracted rate for the previous month based on passenger count.**

Q106. Please provide a copy of the invoices for any subcontracted or periodic work such as window cleaning, high dusting, Terrazzo Floor.

A106. **This information is not available to the Authority.**

Q107. Please provide list of positions, salary scale and all benefits detailed by position. Given that this is a 5-year fixed price contract (and up to 9 years of fixed pricing if the two, two-year options are exercised), would any adjustments for increases in benefits and/or salary requirements be accepted?

A107. **See attached Current Schedule of Wages, Benefits Guide, and Exhibit D-1.**

Q108. Please provide copy of current contract's winning proposal.

A108. **See A89.**

Q109. Please provide pre-bid meeting attendance list.

A109. **See attached.**

Q110. Please provide list of subcontractors used in the past 12 months and scope of services provided by each.

A110. **Subcontractors are managed by the current janitorial provider.**

Q111. Please provide a report of all the liquidated damages, invoice deductions and fines imposed over the past 18 months.

A111. **See A21.**

Q112. Please provide report of liability claims that have been filed over the past 3 years.

A112. **The Authority is currently aware of claims relating to three falls alleged to have occurred inside the RSW terminal building within the past three years, and a fourth alleged to have occurred exiting a plane onto a jetbridge. Of the three alleged to have occurred inside the terminal building, one related to a stanchion in a TSA checkpoint lane, one related to a bag falling from a luggage cart, and one related to water from an LCPA contractor's pressure washing job; one of those claims has been withdrawn, one was settled for \$18,000, and one remains open. Please note that the Authority does not guarantee the accuracy or completeness of this information. Additionally, claims or actual losses in the future will likely not match historical claims or losses.**

Q113. Part C, Content and Organization of Proposal: in which proposal section should the required submittal forms/certifications be included?

A113. **See A33.**

Q114. Exhibit G3 does not reflect beginning and ending dates for which the average usage for each supply item is calculated in the exhibit. Please provide these dates so bidders can correlate supply usage for that period of time with the corresponding passenger traffic provided in Exhibit A.

A114. **Exhibit G3 provides an approximate representation of average usage for supply items for the time period of January 2019 through December 2019.**

Q115. The RFP requires that the contractor "Ensure Personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international

arrivals processing areas. Such Personnel must comply with all requirements prescribed by the Customs and Border Protection”

- a. Is there any cost associated with meeting these requirements?
- b. Are these costs to be paid by the employee, Contractor or Port Authority?
- c. Is there any type of test that contractor employees are required to complete to be able to secure a Badge? If so, could you please provide details on the process.
- d. If a person does not pass a test, under what requirements could the same person take the test again?

A115.

- a. No**
- b. There is no cost to the employee or contractor for initial security badge issuance. There is cost to the employee and/or contractor for lost and unreturned badges as outlined in section B.27. Lost badge fee is \$80, to be paid by employee.**
- c. Each employee is required to successfully complete computer-based SIDA and active shooter training. Additional training is required for those employees driving in the AOA area and/or getting escort authority. This training is done after the employee has passed the criminal background check and TSA security threat assessment.**
- d. The person is allowed to take a test up to three (3) times.**

Q116. Does the Authority intend the solution that will track public restroom patron frequency be installed in all public restrooms?

A116. See A52 and A53. The Authority invites all proposed solutions.

Q117. Based on available information from news published in local news outlets that indicate when Triangle Services of Florida was removed and replaced by SP Plus the conditions in the contract were changed from a cost-plus arrangement to compensation based on the size of areas cleaned.

a. Could you please provide a copy of the contract with Triangle Services of Florida and a copy of the current contract with SP Plus and elaborate on the differences between the two contracts?

b. Please provide information on the formula used by the Authority to arrive at the Supply usage per passenger count compared to the actual usage of supplies.

A117. a. The current contract is a cost-plus reimbursement contract type and the new contract to be awarded as a result of this RFP is a fixed price contract type. Copies of the Triangle Services and SP+ contracts would not be relevant to the preparation of proposals for this RFP.

b. Under the current contract, supplies are billed monthly based on the previous months passenger count and then reconciled to actual expenses every 6 months. There will be no reconciliation in the new contract.

Q118. Could you better define the janitorial contractor’s responsibility in reference to terrazzo floor repair and maintenance, specifically the repair of damaged tiles and grout?

- A118. The provider is required to replace any cracked or damaged terrazzo tile and repair grout or control joints. This work has historically been performed once a year at the discretion of the Authority. The tile is provided by the Authority. All other tools and supplies are to be supplied by the Provider or its subcontractor.**
- Q119. Can you please confirm that, if bidding as a newly-formed joint venture, is it sufficient if the majority partner alone meets the licensing requirements??
- A119. In accordance with Part A, Instructions to Proposers, Item 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 proposal opening. Additionally, proposers are reminded that both parties in a joint venture are required to complete and submit the lobbying affidavit with the proposal.**
- Q120. Section B.16 references the current equipment list. Will the selected contractor have the opportunity to purchase the current equipment before the Authority surplus process?
- A120. The current equipment will be surplus. There is no additional information or date for posting at this time.**
- Q121. Section B.27. states the Contractor is to submit an application for payment on a monthly basis. How soon after submittal of a monthly application for payment will the Authority remit payment to Contractor?
- A121. Provided the invoice submitted is accurate and able to be approved, payment is typically made in thirty days or less. In accordance with Florida Statute the Authority must make payment within 45 days of receipt of an acceptable invoice.**
- Q122. Section D.03 on page 38 references "evaluation factors". Could the Authority provide a list of these factors?
- A122. See Part C, Content and Organization of Proposal, C.01 Evaluation Criteria. The evaluation factors that will be considered by the Authority to determine the most qualified proposer are identified in Sections 1 – 26 in Part C.**
- Q123. Section 3 of the Information to be Submitted requests audited financial statements. Will the Authority accept "reviewed" financial statements?
- A123. PETE? See A77.**
- Q124. How much lead time is generally required to process ID badges/security clearances for newly hired janitorial services personnel at RSW?
- A124. Processing time varies depending on the demand, the time of year, and the documentation provided by the employee. During non-peak times, without ID issues, a badge can be acquired in a week or less. During peak times, or when**

issues with ID requirements exist, processing time takes 2 weeks or more. All employees must complete the badging process within 30 days of initial application, or be required to reapply for a badge.

Q125. Does RSW currently utilize a work order platform, such as Corrigo, for example? If so, what platform is currently being used?

A125. **The Authority uses Maximo for submitting work orders to the Authority Maintenance Department. The Authority does not currently utilize a platform for submitting work orders to the janitorial service provider; however, proposers are invited to present technological solutions. See A52. and A53.**

Q126. Should Form 1: Proposer's Certification be included as the first item in Section 1:

A126. **See A.33**

Q127. In what section or sections (1 – 26) should Forms 2 – 4 be included or should a new section (27) entitled Forms be created for their inclusion?

A127. **See A.33**

Q128. What are the existing staffing levels with the incumbent janitorial services provider?

A128. **The staffing levels for the past year prior to COVID-19, were approximately 105-111 full time equivalent employees. It is the responsibility of the Provider to consistently meet the minimum cleaning standards defined in Exhibit B regardless of staffing levels.**

Q129. Please provide a copy of the existing service contract with schedule of current charges (public records act).

A129. **Since this question is a public records request, it is being treated and responded to separately.**

Q130. If we have an existing contract in the airport within the terminal, are we qualified to bid this opportunity?

A130. **See A62.**

Q131. Who is responsible for supplying/purchasing consumables such as soap, toilet paper, toilet paper spindles, feminine hygiene products, paper towels, urinal screens, air fresheners, dispenser batteries and liners?

A131. **See Part B, Scope of Services, Item B.05, Performance Based Cleaning and Item B.18, Cleaning Agents, Materials, Supplies and Equipment.**

Q132. Please confirm the fee for initial badging.

A132. **See A01.**

ITEM 2. The following exhibits are made a part of the RFP 20-45MMW as if contained in the originally issued RFP document:

- **Revised Exhibit D1, Cost Proposal**

ITEM 3. The following attachments are provided as supplemental information in response to the questions and requests for clarification made by potential proposers.

- **Mandatory Pre-Bid Attendance Register**
- **Schedules of Wages**
- **Benefits Guide**
- **Photographs – Dispensers**

Reminder: Bids must be submitted to Purchasing Office, 11000 Terminal Access Road, Third Floor, Fort Myers, FL 33913 c/o: Melissa Wendel, CPPO, Procurement Manager no later than 2:00 p.m., June 16, 2020.



Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Port Attorney
Gary Duncan, Deputy Executive Director - Aviation
Christopher Styles, Division Director - Aviation
Stephanie Riley, Contracts Manager

Flagship Aviation Services

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Founded in 1988 and privately held, the corporate location is in Southlake, TX.
- Full service offices are located in Tampa & Orlando.

3. Financial Status:

- Provided an *audit* report indicating the corporation is financially sound.

4. Business Ethics:

- Positive response with no investigations, adverse decisions, convictions, or early terminations.

5. References:

- Provided which include both Tampa International Airport (TPA) & Orlando International Airport (MCO).

6. Key Personnel & Primary Contact:

- Primary Contact is Courtney Wright who is based out of Southlake, TX. Ms. Wright has experience transitioning airports between janitorial service providers.
- Proposed site manager is Elisa Diaz who has 5-years of experience with Orlando International Airport (MCO).

7. Experience & Past Performance:

- Provided details as requested in RFP to include 20+ years servicing the aviation industry at 12 airports to include Orlando, Tampa, Phoenix Sky Harbor, Harrisburg, Greensboro, San Diego, Los Angeles, Salt Lake City, and George Bush International Airports.

8. Terrazzo Experience:

- Provided detailed experience at the various airports the company currently services. Company has a dedicated floor crew, which includes terrazzo surfaces.

9. Operation & Management Plan:

- Proprietary “*Team Behind the Team*” Program – extensive corporate support.
- Coaching and mentoring programs.
- Senior leadership frequently conducts scheduled & unscheduled site visits.
- Philosophical approach of being proactive vs reactive.
- Cleaning duties assigned to staff members provided along with the cleaning frequencies.

10. Transition Plan:

- Provided detailed outline with highlights of objectives.
- Transition plan would be maintained online for efficiency of access and updating status.
- Successfully transitioned Orlando (MCO) with 300+ badged employees.
- Sample of transition plan stated in proposal.

STAFF EVALUATION COMMITTEE REVIEW OF RFP'S
JANITORIAL SERVICES SOUTHWEST FLORIDA INTERNATIONAL AIRPORT – RFP 20-45MMW
JULY 14, 2020

11. Staffing & Local Employment:

- Preference will be given to existing staff who passed background and training process.
- Provided detailed plan including estimate of 111 full time equivalents and provided a proposed compensation & benefit package included.

12. Subcontractor Plan:

- Provided a plan that included an estimated cost of 6% of the total annual contract.

13. Equipment & Supplies Plan:

- Equipment list provided which including an outsourced Preventative Maintenance plan.
- Supply & chemical list provided.

14. Automation & Technology Plan:

- Company uses a proprietary program called “Intuition” which provides for daily tracking, Quality Control inspections, Key Performance Indicators & reporting.
- Proposes to use “TRAX Analytics” restroom technology which fully integrates with the Intuition software.

15. Communication Plan:

- Detailed plan which include communication devices and the Flagship Quick Response System (QRS) – QR codes which allow for instant reporting of issues.

16. Quality Control Program:

- Strong plan with corporate verification of work order completion.

17. Safety & Training Program:

- Provided detailed documented plans which includes recurrent training and supervisor mentorship.

18. Environmental Plan:

- Provided detail and examples with quarterly staff training on green cleaning.
- Awarded *Recycler of the Year* from the City of San Diego.

19. Disaster Plan:

- Extensive hurricane experience at Tampa & Orlando airports.
- PUREClean Four Part System provided which outlines the airport’s cleaning needs & procedures throughout the reopening and beyond period.
- PUREClean includes COVID-19 cleaning points.

20. Cost Proposal:

- Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree Flagship is the #1 ranked written proposal with the clearest level of detail as requested in the RFP. Flagship is a Texas based business primarily focused on janitorial services. Proposal strengths include: strong Florida presence; extensive experience with disaster plans as they relate to Florida storms and infectious disease; proven track record with a successful transition of Tampa International Airport while retaining 95% of the incumbent staff; fully automated and mobile proprietary janitorial management program (Intuition) and 97% customer retention rate company-wide with many customers for 10+ years. Proposal weaknesses include: onsite management only consists of a manager and quality control person.

Sunshine Cleaning Services

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Founded in 1976 and family owned with 34-yers of airport experience, the corporate headquarters location Ft. Lauderdale, FL with a regional office located in Sarasota, FL.
- Bottom up culture where entry level staff are equally valued members of the organization.

3. Financial:

- Provided a financial *review* report which indicates the company is physically sound.

4. Business Ethics:

- Positive response with no investigations, adverse decisions, convictions or early terminations.

5. References:

- Provided as requested, including Ft. Lauderdale International Airport (FLL).

6. Key Personnel & Primary Contact:

- Primary Contact is Randy Kierce, COO and the proposed Project Manager is Alva Ellis.

7. Experience & Past Performance:

- Services provided at airports, sport stadiums, arenas, convention centers, universities and other large commercial facilities.
- Extensive airport experience including Fort Lauderdale, West Palm Beach, Tampa, Charlotte Douglas, Piedmont Triad, Columbia Metropolitan.

8. Terrazzo Experience:

- Currently provided at Ft. Lauderdale International Airport (FLL).

9. Operation & Management Plans:

- Culmination of management, transition, staffing, QC, corporate support, safety & training, etc., with the appropriate level on on-site management
- “Follow the Crowd” concept employed to stay ahead issues utilizing flight schedules, FIDS, RSW stats as well as communication with the Authority and airlines.

10. Transition Plan:

- Start-up specialists to lead transition with operations analysis & strong corporate involvement
- A working document that includes the transition task checklist, overview and timeline template provided.

11. Staffing & Local Employment:

- 73 full time equivalents presented for year one with preference given to existing staff. Proposal considered light on staff. Part-time utilized to fill-in and provide seasonal assistance.

STAFF EVALUATION COMMITTEE REVIEW OF RFP'S
JANITORIAL SERVICES SOUTHWEST FLORIDA INTERNATIONAL AIRPORT – RFP 20-45MMW
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- Provided sufficient compensation & benefits package.

12. Subcontractor Plan:

- Windows and Terrazzo to be subcontracted at a rate of 1% & 6% of contract cost respectively.

13. Equipment & Supplies Plan:

- Provided list(s) & brands to be owned or leased with a strong relationship with HomeDepot Pro (current provider) & Veritiv.

14. Automation & Technology Plan:

- Recommended a number of different technologies.
- Utilizes eHub workforce management software with corporate access & oversight and Traf-Sys which counts people and Lighthouse for restroom service use tracking.

15. Communication Plan:

- eHub utilized for work orders and service issues.
- Regular communication with LCPA and full transparency of contracted services & issues.

16. Quality Control Program:

- eHub utilized for work orders, tracking, reporting, and a wide variety of inspection templates and used for establishing baselines, staying ahead of issues, key performance indicators, root cause analysis.
- Secret shopper program and monitoring of client social media for passenger complaints.

17. Safety & Training Program:

- Proactive safety management program with wide variety of topics
- Instructor led, web based, seminars, recurring – sample training guide provided
- Developed COVID-19 guide.

18. Environmental Plan:

- Certified ISO 9000 – quality management & quality assurance.
- Works with environmental purchasing program.

19. Disaster Plan:

- Proactive storm response plan & Emergency cleaning post storm.
- Pandemic response outlined in proprietary “Hygienic CLEAN Program.”
- Proactive equipment & supplies procured.

20. Cost Proposal:

- Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree Sunshine is the #2 ranked proposal. Proposal strengths include: Florida based business with 34 years of airport experience; strong emergency and pandemic plans which include a proactive approach to staffing, equipment and supplies; transition specialist team from HQ to orchestrate transition; “secret shopper” from corporate to ensure performance; RSW social media monitoring and proprietary work order platform. Proposal weaknesses: staffing plan for year 1 appears too low and they presented a variety of technology utilized at other facilities but did not hone in and recommend platforms specifically for RSW.

Service Management Systems

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Founded in 1988 with corporate headquarters located in Nashville, TN.
- Part of SMS Holdings including Block by Block, ServiceWear Apparel and WTC Ventures.
- Core values – honesty, fairness, loyalty, integrity, appreciation, fun and faith.
- Participates in American Heart Assoc., YMCA & Habitat for Humanity.

3. Financial:

- Provided an *audit* report which indicates the company is physically sound.

4. Business Ethics:

- No investigations, adverse decisions, convictions or early terminations.

5. References:

- Provided, including Louisville International & Destin-Ft. Walton Beach Airports.

6. Key Personnel & Primary Contact:

- Primary contact is Glen Desposito who has 5-years of experience with SMS and is currently based out of Nashville, TN.

7. Experience & Past Performance:

- Provided details as requested in RFP with 20 years airport janitorial services at Nashville Intl, Louisville Intl & Destin-Ft Walton Beach airports.

8. Terrazzo Experience:

- SMS utilizes the 3M Stone Protection System & provided the maintenance guide.

9. Operation & Management Plans:

- Outlined visits from corporate leadership includes monthly, quarterly, bi-annual & annual basis.
- Onsite management staff adequate.
- Sample manuals provided.

10. Transition Plan:

- Detailed 8 week transition plan provided.

11. Staffing & Local Employment:

- Preference would be given to existing staff.

12. Subcontractor Plan:

- Subcontractors are not proposed to be used.

13. Equipment & Supplies Plan:

- Provided detailed equipment list with maintenance plan.
- Will use supplies as stated in RFP plus additional chemicals as stated.

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14. Automation & Technology Plan:

- TRAX Smart Restroom Technology used for supply monitoring, inventory usage (matrix), passenger counter, issue alerts, and monitor cleaning schedule.

15. Communication Plan:

- (10) Kronos mobile devices, laptops, (3) iPad, (3) Chromebooks all loaded with OPS360 and TRAX software.
- Reporting, meeting and focus groups.

16. Quality Control Program:

- OPS360 work order platform, GPS location, pictures, performance by employee, status reporting, communications.
- Open access to OPS360 by the Authority for monitoring.

17. Safety & Training Program:

- SafePersonnel training portal software accessed by all staff with over 100 custom videos and topics.

18. Environmental Plan:

- Provider of Green Seal Products, EcoLogo, Cert Paper Products & Cosgrove packaging.
- Sufficient information presented.

19. Disaster Plan:

- Provided Severe Weather Response outline to be customized for RSW.
- Detailed response & procedures for COVID-19 provided.

20. Cost Proposal:

- Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff felt that this was the #3 best written proposal. Proposal strengths include: provided an audit report; 20 years airport experience; strong disaster and pandemic response; consistent and scheduled corporate contact with onsite visits; equipment plan includes all new items with spare parts and maintenance plan; and OPS360, proprietary work order management platform fully integrates with TRAX Smart Restroom platform. Proposal weaknesses include: lack of reference from Nashville International Airport.

SP+ Corporation & Diverse Facility Solutions (DFS)

1. Minimum Qualifications:

- Minimum qualifications met by DFS which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- SP+ is a publically held corporation with headquarters located in Cleveland, OH.
- DFS, founded in 2002, is a privately held corporation located in Chicago, IL.
- Newly formed joint venture (SP Plus DFS) with DFS as the majority holder.

3. Financial:

- Newly formed joint venture, therefore no joint audited statements available.
- Dun & Bradstreet report provided.

4. Business Ethics:

- No crime convictions for either joint venture company.
- SP+ disclosed lawsuits 12 related to negotiated early terminations.
- DFS – no early contract terminations.

5. References:

- DFS provided which included Dallas Fort Worth, San Antonio, and O'Hare airports.

6. Key Personnel & Primary Contact:

- Primary contact is Michael Hankins who is the current onsite manager at RSW with 15+ years of experience.
- DFS Corporate contact is Omar Ramirez is the Divisional Director of Operations for several contracts within the region.

7. Experience & Past Performance:

- Provided details as requested in RFP. DFS has 18 years of aviation experience including Dallas Fort Worth, O'Hare, and San Antonio airports.

8. Terrazzo Experience:

- DFS uses the 3M Stone Protection System.

9. Operation & Management Plans:

- SP+ proposed to manage financials, accounting, and HR support while DFS proposes managing the on-site janitorial and operational support.

10. Transition Plan:

- Incumbent service provider, therefore no transition plan provided.

11. Staffing & Local Employment:

- All current employees would remain in place, which represent the 75-100 full time staff proposed.

12. Subcontractor Plan:

- Retain current subcontractors for windows (1% of annual contract cost), high dusting & carpet (1% of annual contract cost) and terrazzo (4% of annual contract cost).

13. Equipment & Supplies Plan:

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- List of currently used equipment provided, including 3 truck & 3 golf carts. No maintenance plan identified.

14. Automation & Technology Plan:

- Utilize TRAX software for restroom use counting, reporting issues, and collecting data.

15. Communication Plan:

- DFS uses CleanTelligent, which is a workload & data management system for deployment & response tracking, analytics and data warehousing.
- Propose using the Restroom Alert Management System which would allow passengers to send text messages to staff regarding cleanliness conditions.

16. Quality Control Program:

- Propose the use of CleanTelligent as Quality Management Software provides for job scheduling, reporting, inspection checklists
- Reports provided are from their current Excel-based format.

17. Safety & Training Program:

- Safety program provided as one page from SP+ and lacked DFS's safety program.
- Propose to use SP+ University which doesn't include sufficient janitorial-specific training.

18. Environmental Plan:

- DFS's Green Clean Policy for improving indoor air quality, health and environmental profile provided.

19. Disaster Plan:

- Hurricane plan refers to parking contract and the not janitorial staffing or procedures.

20. Cost Proposal:

- Did not correctly apply calculations in the cost proposal.

21. Overall Proposal: Staff agree SP+ DFS was the #4 best written proposal. Upon early termination of the Triangle Services contract, SP+ stepped in and assumed temporary management of janitorial services. Proposal strengths include: extensive long term knowledge of landside operations; transitioned a loyal janitorial staff; and DFS has many years of airport cleaning experience. Proposal weaknesses include: newly formed joint venture with no combined financial information or joint work history; SP+ does not have the strength of experience shown by many other proposers; proposal had references to landside parking not janitorial; emergency plan presented was specific for SP+ parking plan and training did not contain janitorial specific courses.

UBM Enterprise, Inc.

- 1. Minimum Qualifications:**
 - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.
- 2. Executive Summary:**
 - Founded in 1992 with corporate headquarters location in Dallas, TX.
 - Providing services in Florida since 2018.
- 3. Financial:**
 - Provided a financial *compilation* report.
- 4. Business Ethics:**
 - No investigations, adverse decisions, convictions or early terminations.
- 5. References:**
 - Provided, however no airport(s) were include in the references.
- 6. Key Personnel & Primary Contact:**
 - Primary contact: Jae Song, COO who is based out of Dallas, TX.
 - Alternate contact is Charles Gonzalez who is the Florida branch manager.
- 7. Experience & Past Performance:**
 - Terminals at Dallas Fort Worth Intl Airport (DFW)
 - American Airlines lease space at Ft. Lauderdale-Hollywood Intl Airport & Jacksonville Intl Airport.
- 8. Terrazzo Experience:**
 - States experience, however no locations provided.
- 9. Operation & Management Plans:**
 - Broad overview of their cleaning plan.
- 10. Transition Plan:**
 - Provided low level of detail.
- 11. Staffing & Local Employment:**
 - Provided staffing plan which includes 101 full time equivalents.
- 12. Subcontractor Plan:**
 - No subcontractors proposed to be utilized.
- 13. Equipment & Supplies Plan:**
 - Supplied our current equipment & supplies list with intent to purchase all new items.
 - Includes 3 trucks and 3 golf carts.
- 14. Automation & Technology Plan:**
 - CleanTelligent janitorial management software used for work orders, quality control and reports.
- 15. Communication Plan:**
 - Low-level of detail in reference to regular meetings and open communications.

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16. Quality Control Program:

- No mention of QC personnel or how CleanTelligent will be utilized as a component of the QC program.

17. Safety & Training Program:

- Each employee is issued a safety manual. Lacking detail.

18. Environmental Plan:

- Participates in green cleaning initiatives.

19. Disaster Plan:

- Lacking detail with no mention of infectious disease control.

20. Cost Proposal:

- Appears calculations have been applied correctly in the cost proposal.

21. Overall Proposal: Staff agree UBM was the #5 best written proposal. Proposal strengths include: staffing plan on target with full time equivalents and management given passenger counts provided and the presented airport experience and terrazzo experience. Proposal weaknesses include: each of the plans requested contained minimal detail including the lack of hurricane or pandemic information.

JCM Commercial Business

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Founded in 2009 by airline industry professionals, company is privately owned with corporate headquarters located in Seaford, NY.
- Florida presence since 2018

3. Financial:

- Provided a financial *review* report.

4. Business Ethics:

- No investigations, adverse decisions, convictions or early terminations provided.

5. References:

- Provided which included terminal-B @ Newark International Airport and British Airways Terminal-7 @ JFK International Airport.

6. Key Personnel & Primary Contact:

- Primary contact is Dorthy Sepulveda, Director of Janitorial Services.
- Corporate staff identified with detail.
- Proposed site manager is Kamely Bautista.

7. Experience & Past Performance:

- 12 years of janitorial services provided to airport industry clients.
- Airports included terminals at Newark International, JFK International, LaGuardia, and Manchester/Boston Regional.

8. Terrazzo Experience:

- Currently provide daily terrazzo care at Newark International & JFK airports.
- Propose to subcontract, however the rates are not included in the cost proposal.

9. Operation & Management Plans:

- No onsite QC & assistant manager identified on the proposed 3rd shift schedule.
- Utilize cross training across all their services to allow for staff allocation efficiencies.

10. Transition Plan:

- 3 month transition plan with sample schedule provided.

11. Staffing & Local Employment:

- Preference given to existing staff.
- Living wage and benefits package proposed.

12. Subcontractor Plan:

- Plan to subcontract all identified projects.
- Noted that carpet cleaning & terrazzo polishing were not included in the cost proposal.
- Terrazzo tile repair will be done upon the Authority's request.

13. Equipment & Supplies Plan:

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- Provided RSW's current equipment list stating they'll use quantities as presented, however vehicles were not identified.
- States RSW will be responsible for prioritizing equipment training & maintenance.

14. Automation & Technology Plans:

- Experience with Maximo, our computerized maintenance management system.
- Included in cost proposal is combination of CleanTelligent & WhenToWork.

15. Communication Plan:

- States that a variety of devices will be used – no specific details provided.
- Recommends JCM purchase consumables for cost-plus administrative fee.

16. Quality Control Program:

- Present a plan with minimal detail on CleanTelligent platform

17. Safety & Training Program:

- Limited detail – would be site specific.
- Proposed they would look to participate in RSW training.

18. Environmental Plan:

- States JCM will comply with all RSW's sustainable practices & techniques.

19. Disaster Plan:

- Included draft copy and would conduct a site specific pandemic plan – no specifics.

20. Cost Proposal:

- Did not apply calculations correctly in the cost proposal.
- Partial subcontracting not included.
- Unclear as to whether consumable supplies were included.

21. Overall Proposal: Staff agree JCM ranked as the #6 best written proposal. Proposal strengths include: research of RSW and surrounding area; airport experience with references. Proposal weaknesses include: it's unclear as to whether there will be an onsite QC as required; cost proposal was not inclusive of all costs as required in the RFP and lacked recommendations for innovation & solutions, instead put the burden on the Authority to advise.

General Building Maintenance

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Founded in 1983, certified minority privately owned business with corporate headquarters located in Atlanta, GA.
- 20 cities served.
- Looking to get back into the airport cleaning business.

3. Financial:

- Provided a financial *review* report.

4. Business Ethics:

- No investigations or convictions; litigation regarding chemical use, early termination due to business decline, relocation and availability of workers, and local wage rates.

5. References:

- Provided State of FL, State of TN, however, no airports listed.

6. Key Personnel & Primary Contact:

- Corporate personnel identified with the primary corporate contact being Don Champion and the primary local contact as Ben Carver who is based out of Sarasota, FL.

7. Experience & Past Performance:

- 37 years of commercial cleaning experience.
- Provided services at Nashville International Airport (1992 – 2004).

8. Terrazzo Experience:

- Some terrazzo experience noted.
- Noted use of Spartan Tera-Glaze.

9. Operation & Management Plans:

- Presented RSW's procedures as their operating plan.
- Operates under the "zero defect" motto.
- "Keep what works and explore options for what doesn't" philosophy.

10. Transition Plan:

- Provided key elements and sample plan, however no timetable.
- States web-based matrix available for use in the plan.

11. Staffing & Local Employment:

- Referenced airport staffing plan experience from 10 years prior.
- Proposed weekly hours excessively high.
- 60/40 full time to part time staffing ratio.
- Compensation & benefits included.
- Preference to existing staff.

12. Subcontractor Plan:

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- Plan to subcontract with no percentage of annual contract provided.
- Noted they were prepared to subcontract day-to-day cleaning if necessary.

13. Equipment & Supplies Plan:

- Provided equipment list with vehicles & haulers.
- Provided RSW's supply list with differences noted as requested.

14. Automation & Technology Plan:

- Proprietary work order platform accessible by the Authority.
- TRAX Analytics software use in restroom cleanliness monitoring.

15. Communication Plan:

- Outlined the use of Paper forms as opposed to automated & mobile solution
- Verizon Samsung smartphones issued to managerial & supervisory personnel.
- No tablets or other mobile technology identified.

16. Quality Control Program:

- Doesn't appear to include a dedicated QC person on staff.
- 3 part log book for requests/problem resolution.
- Lacking details.

17. Safety & Training Program:

- Provided an 81 page safety training manual.

18. Environmental Plan:

- Green Clean & Sustainable Programs utilized for 32 years.

19. Disaster Plan:

- Basic outline provided, however no hurricane provided.
- Follows CDC COVID-19 guidelines.

20. Cost Proposal:

- Did not apply calculations correctly in the cost proposal.

21. Overall Proposal: Staff agree GBM is the #7 best written proposal. Proposal strengths include: 37 years cleaning experience; airport experience (but not current) and a presence in Florida. Proposal weaknesses include: lacked innovation and technology; quality control program falls short for a performance based contract and proposed staffing hours high with a disproportional amount of part time staff.

UG2, LLC

- 1. Minimum Qualifications:**
 - Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.
- 2. Executive Summary:**
 - Founded in 2012, company is privately held with corporate headquarters located in Boston, MA.
- 3. Financial:**
 - Provided a *review* report.
- 4. Business Ethics:**
 - No litigation. Terminated early due to small claims/workers comp claims.
- 5. References:**
 - Provided, however no airports included.
- 6. Key Personnel & Primary Contact:**
 - Primary Contact is John Correia, COO.
 - Proposal was unclear as to who would be the proposed site manager.
- 7. Experience & Past Performance:**
 - Many large public and college facilities such as TD Garden in Boston and Stanford University.
- 8. Terrazzo Experience:**
 - No experience stated, however proposed using 3M Stone Floor Protection system.
- 9. Operation & Management Plans:**
 - Sample “Periodic Task Calendar” provided.
 - Mentions industry leading quality assurance technology, but provides no specifics.
- 10. Transition Plan:**
 - Low level of detail in a draft 30-day proposed transition plan.
- 11. Staffing & Local Employment:**
 - Heavy in management; no wage proposal; unclear on the staffing numbers.
 - Current staff to receive consideration.
- 12. Subcontractor Plan:**
 - Will use current subcontractors for a total value of 6% of annual contract cost.
- 13. Equipment & Supplies Plan:**
 - Provided RSW’s lists with no vehicles identified
 - Noted that they do not anticipate the need for replacement of equipment for the duration of the contract.
- 14. Automation & Technology Plan:**
 - States they plan to use our Maximo CMMS – this is not an option.
- 15. Communication Plan:**
 - Cell phone & 2-way radios as appropriate for roles and outlined meeting plan.

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16. Quality Control Program:

- Smart Inspect quality assurance platform proposed.

17. Safety & Training Program:

- Will provided 2020 Safety Plan upon request.
- List of training provided – web based, in-house, client site.

18. Environmental Plan:

- Aligned with Spartan Chemical Supply for green cleaning.

19. Disaster Plan:

- Will provide event specific response plan upon request.
- Outlines COVID-19 plan.

20. Cost Proposal:

- Did not correctly apply calculations in the cost proposal

21. Overall Proposal: Staff agree UG2 was the #8 best written proposal. Proposal strengths include: easy to follow proposal and contract with a wide variety of large facilities such as TD Garden and Stanford University. Proposal weaknesses include: no airport experience; instead of presenting details as requested in the RFP, UG2 state they would provide upon request, leaving us unable to determine adequacy; planned to piggyback off of our computerized maintenance management system, Maximo and did not provide terrazzo experience as requested.

LGC Global Energy

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium /large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Founded in 1994 with corporate headquarters located in Detroit, MI, LGC has 40 offices worldwide from in the USA spanning to the Far East.
- 25 years airport experience.
- Holds multiple industry standard cleaning certifications.

3. Financial:

- Provided a financial *compilation* report.

4. Business Ethics:

- No investigations, adverse decisions, convictions or early terminations reported.

5. References:

- References provided included Chhatrapati Shivaji International Airport (Mumbai) & Pune International Airport in India.

6. Key Personnel & Primary Contact:

- Primary contact: Tushar Patel, COO.
- Corporate contact: Jinansh Shah.

7. Experience & Past Performance:

- Provide a variety of services including gate & ticket agents, cargo services, cabin & ramp services, facility management, janitorial, HVAC services and automotive to name a few
- Airports listed are all overseas.

8. Terrazzo Experience:

- Maintain terrazzo at airports around the globe.

9. Operation & Management Plans:

- Management plan presented referenced all the services they provide.
- States that they prefer to self-perform all projects, but if needed they would partner with BVG Group, India's largest facility management company.
- No airport or site specific details.

10. Transition Plan:

- Provided a one page sample document of a 6 week transition plan.

11. Staffing & Local Employment:

- Preference to existing staff. Historically, 80% of incumbents retained.
- Propose 15% of employees work 32 hours a week with benefits.
- Proposed partnering with a staffing company to bring staff onsite within 2 hours to be used on a regular basis.
- Provide overtime to ensure daily tasks are completed.

12. Subcontractor Plan:

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- Subcontractors are not proposed to be used.

13. Equipment & Supplies Plan:

- Provided extensive list with additional items not listed in RFP.

14. Automation & Technology Plan:

- All staff would be provided a mobile device – tablet or cell phone.
- CMMS access available to all.

15. Communication Plan:

- GPS / Geo fencing proposed to track time.
- Implement workload leveling to reduce overtime (contradiction to staffing plan).

16. Quality Control Program:

- Proposes adhering to Association of Physical Plant Administrators Level-II (Comprehensive Stewardship) cleaning guidelines.
- Mentions subcontractors (contradiction with subcontractor plan).
- Asset Essential System – cloud based inventory by Dude Solutions.

17. Safety & Training Program:

- Claims OSHA compliance followed in proposal.
- Table of training and duration of training provided.

18. Environmental Plan:

- Limited details (lacking).

19. Disaster Plan:

- Broad use of texting & auto calls proposed.
- No hurricane plan provided.

20. Cost Proposal:

- Did not correctly apply calculation in the cost proposal.

21. Overall Proposal: Staff agree LGC was the #9 best written proposal. Proposal strengths include: format was clear and easy to follow and they have airport experience but not in the United States. Proposal weaknesses include: plan appears to be very data driven; section details lacking and plan indicates the use of overtime and a staffing company without consideration for badging.

United Maintenance Company, Inc.

1. Minimum Qualifications:

- Minimum qualifications met which includes a staff greater than 75 employees and contracts at medium/large hub airports or facilities with a minimum of 700,000 square feet of indoor climate controlled space.

2. Executive Summary:

- Corporate location in Chicago, IL
- Created over 50 years ago
- Privately held

3. Financial:

- Provided a financial *compilation* report.

4. Business Ethics:

- Failed to provide response to all elements of this section.

5. References:

- Provided, which included O'Hare Intl Airport.

6. Key Personnel & Primary Contact:

- Corporate contact is Ryan Moore, Director of National Operations
- Proposed Account Manager is Ada Resendez who is currently a shift manager at O'Hare Int'l Airport.

7. Experience & Past Performance:

- Provided O'Hare Intl Airport, Natural History Museum of Los Angeles County, United Center Sports Arena, and the City of Orlando.

8. Terrazzo Experience:

- Maintain terrazzo at O'Hare Intl Airport.

9. Operation & Management Plans:

- Management plan was all COVID-19 related.
- Operations plan included 5 steps – listen, ask & plan, act, evaluate and adjust.

10. Transition Plan:

- Mentions compensation plan for those United Maintenance staff who desire to relocate.
- Outlined a standard plan with sufficient detail.

11. Staffing Plan & Local Employment:

- Job fair to be held for existing staff.
- 89.3 full time equivalents year 1 with 10% of cleaning to be done by part time staff.

12. Subcontractor Plan:

- Windows and Terrazzo tile replacement will be subcontracted, no percentage of annual contract provided.

13. Equipment & Supplies Plan:

- Provided an equipment list with costs.

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- Supplies list provided which would be purchased in volume and warehoused in one of their 3 warehouses.

14. Automation & Technology Plan:

- TRAX SmartRestroom pricing structure provided to include passenger counters, cleaning activity data collection and reporting with dashboard metrics.
- Mention of a work order platform but nothing specific provided.

15. Communication Plan:

- Mention of a work order platform with mobile access, but no details included on the types of devices used.

16. Quality Control Program:

- Proposes the use of CleanTelligent – a full service janitorial management software package but it's unclear as to whether this is their work order platform.

17. Safety & Training Program:

- Provided a safety and training outline for their program.

18. Environment Plan:

- Proposal states they utilize environmentally preferred cleaning products.

19. Disaster Plan:

- Presented their process for handling a limited category of disasters.
- Did not address infectious disease outbreak.

20. Cost Proposal:

- Appears calculations have been applied correctly in the cost proposal

21. Overall Proposal: Staff agree United was the #10 best written proposal. Proposal strengths include: airport experience and staffing plan was in-line with passenger counts. Proposal weaknesses include: work order platform not clearly identified and Business Ethics section was not adequately responded to.

Cost Proposal Summary - Janitorial Services RFP 20-45		
<i>(Final cost will be negotiated upon award of contract)</i>		
	5 Year Total	
Flagship	\$28,651,851.00	
Sunshine Cleaning Systems	\$34,306,325.44	
Service Management Systems	\$22,628,978.37	
SP Plus DFS Joint Venture	\$32,203,097.00	
UBM	\$24,176,114.36	
JCM	\$20,456,071.68	*
General Building Maintenance	\$32,507,940.83	
UG2	\$32,208,673.13	
LGC Global Energy FM	\$31,521,652.00	
United Maintenance Co.	\$26,938,205.33	

* A portion of the subcontracted work was not calculated in presented cost.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Accept a federal grant (Other Transaction Agreement No. 70T02020T9NNCP476) in the amount of \$681,750 from the Transportation Security Administration National Explosives Detection Canine Team Program (NEDCTP) for funding certain operational expenses for the Port Authority's Canine Teams.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: Five Years effective July 1, 2020</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides reimbursement of certain operating expenses for the Port Authority's Canine Teams.</p> | <p>5. CATEGORY: 16.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|--|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

In 2002, 2008 and 2015, the Board approved agreements with the Department of Homeland Security Transportation Security Administration (TSA) for the reimbursement of certain operating expenses for the participation of the Port Authority's Canine Team in the National Explosives Detection Canine Team Programs (NEDCTP).

The TSA desires to continue the canine reimbursement program and has transmitted an Other Transaction Agreement (OTA) to the Port Authority for approval. This OTA provides \$75,750 to fund the period of performance through December 31, 2020, for three Port Authority Police Department canine teams. The OTA also provides \$50,500 per year for the remaining four years for each of the three Port Authority Police Department canine teams, or a total of \$681,750 over the five-year term of the agreement. As part of the OTA, a Statement of Joint Obligations (SOJO) outlines the NEDCTP activities and canine responsibilities between the TSA and Port Authority Police Department. Certain attachments to this OTA relate to TSA canine activities which are Sensitive Security Information (SSI) pursuant to Federal Regulation 49 CFR Part 1520 and have the potential to be detrimental to transportation security and, therefore, are not included.

Attachment:
Other Transaction Agreement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

OTHER TRANSACTION AGREEMENT



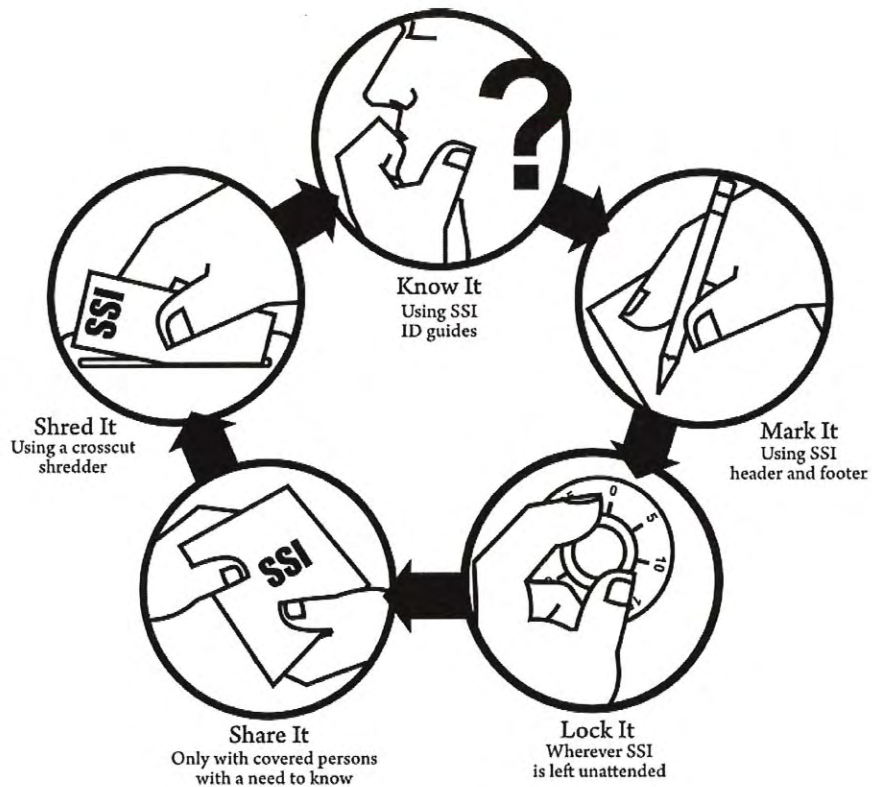
**Transportation
Security
Administration**

1	OTA NUMBER	2	REQUISITION NUMBER
	70T02020T9NNCP476 Modification Number: NA		2120200NCP876
3	ISSUED TO	4	ISSUED BY
	Name & Address: RSW Lee County Port Authority 11000 Terminal Access Road Suite 8671 Fort Myers, Florida 33913-8209 EIN: 596000702 DUNS: 781566419 Attn: - - Phone: -		Name & Address: Kurt Allen, Contracting Officer Transportation Security Administration, Contracting & Procurement 601 S. 12 th Hayes St. Arlington, VA 20598-6025 Email: Kurt.Allen@tsa.dhs.gov Phone: 571-459-3858
5	PROGRAM TITLE		
	Transportation Security Administration National Explosives Detection Canine Team (NEDCTP) Program		
6	AWARD PERIODS	7	FISCAL DATA
	Total Project Period: 7/1/2020 through 12/31/2020 Funding Period of Performance: 07/01/2020 - 12/31/2020		Appropriation Account String(s): 5OS201A000D2020SWE075GE001017185900590CAN/590 3001118030000/4101/TSA DIRECT/DEF. TA: \$75,750.00 Obligated: \$75,750.00
8	PURPOSE		
	The purpose of this award is to establish an Other Transaction Agreement (OTA) for TSA National Explosives Detection Canine Team Program (NEDCTP) Activities/TSA Canine Services as outlined in the Agreement/SOJO between NEDCTP and the Lee County Airport Authority (RSW). Funding is provided through 31 December 2020 for three(3) deployed canine teams.		
9	AUTHORIZED SIGNATURES IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.		
	NOT REQUIRED		
	_____ Recipient's Signature	_____ Date	<i>Kurt Allen</i> 06/30/2020 _____ Contracting Officer Signature Date
	NOT REQUIRED		
	_____ Typed Name and Title		<u>Kurt Allen, Contracting Officer</u> _____ Typed Name and Title

DEPARTMENT OF HOMELAND SECURITY

SENSITIVE SECURITY INFORMATION

Cover Sheet



WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Reference: 49 CFR § 1520.13, Marking SSI DHS Form 11054 (8/10)

SENSITIVE SECURITY INFORMATION



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM (NEDCTP)**

AND

Lee County Port Authority

REGARDING

TSA Certified Explosives Detection Canine Teams (EDCTs)

**Negotiated by the TSA pursuant to
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597,
specifically 49 U.S.C. 114(m), and 106(l) and (m)**

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ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and *Lee County Port Authority* (hereinafter referred to as “Participant”). The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

(End of Article)

ARTICLE II – AUTHORITY

TSA and the Participant enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

(End of Article)

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

A. Introduction

The Security Operations (SO), Domestic Aviation Operations (DAO), National Explosives Detection Canine Team Program (NEDCTP) is a congressionally mandated program. The NEDCTP is a partnership between the TSA, aviation (airport, passenger, and cargo), mass transit, and maritime sectors, as well as, state and local law enforcement.

B. Background

The NEDCTP supports TSA’s mission by preparing handlers, both federal (TSA-led teams) and non-federal (state and local law enforcement-led teams), and canines to protect against terrorist attacks by deterring and detecting the introduction of explosives devices into the nation’s transportation environment.

C. Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions for participation in the TSA NEDCTP. The Participant and the TSA agree to provide TSA certified Explosives Detection Canine Teams (EDCT) that shall be available to respond to transportation operating systems under the jurisdiction of the Participant twenty-four (24) hours a day, seven (7) days per week, with the intent to provide maximum coverage during peak operating hours. The Participant also agrees to maintain the ability to promptly respond to threats at support facilities, rail stations, airports, passenger terminals, seaports and surface carriers that affect public safety or transportation operations. The Participant may also be called upon to support National Special Security Events. EDCTs will conduct training and other canine activities within view of the public, thereby providing a visible deterrent towards potential

SENSITIVE SECURITY INFORMATION

and actual terrorist threats and other criminal activity. The Participant agrees that these EDCTs shall be utilized at least eighty percent (80%) of their time in the transportation environment.

(End of Article)

ARTICLE IV – EFFECTIVE DATE AND TERM

The Agreement will have a one (1) year base funding period, beginning on the effective date of award. At the conclusion of the base funding period, TSA may at its sole discretion unilaterally provide four additional one (1) year funding periods, for a total of five (5) years. The TSA reserves the right to unilaterally fund the Agreements beyond this period.

(End of Article)

ARTICLE V – FUNDING AND LIMITATIONS

- A. The total five year estimated cost of the TSA share for the performance of this Agreement is \$681,750. The TSA share is calculated utilizing the current number of authorized EDCTs (maximum number of EDCTs that Participant has been approved for by the program) 3 at \$50,500 per team. Only funding (either full or partial) for the base year of performance is provided at the time of OTA award. Funding for remaining years will be provided via unilateral OTA modification.
- B. The level of funding available to each Participant is a function of the number of active handlers.
- C. An active handler is defined as a handler making progress toward operational capability (successful completion of RCTI-A or OE), is or has been certified and operational in the last forty-five (45) days, or is pending canine assignment or training from TSA. The Program may withhold funding for EDCTs that have been inactive for a minimum of forty-five (45) days.
- D. Once vacancies are filled by the Participant, funds may be added through an OTA Modification. Participants shall fill vacant spots no later than 90 days after a vacancy arises or team is out of service for more than 90 days. If this is not accomplished, funding will be withheld, reduced and/or reallocated.
- E. This Agreement is for the administration and completion of an approved DHS/TSA program within the program period. Agreement funds shall not be used for other purposes.
- F. No transfer of funds to agencies other than those identified in the approved Agreement application shall be made without prior approval of the TSA CO.

(End of Article)

ARTICLE VI – AVAILABILITY OF FUNDS

The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this Agreement and until the Entity receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Article)

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ARTICLE VII – OBLIGATION AND PAYMENTS

A. Obligation.

The Government's liability to make payments to the Awardee is limited to only those funds obligated under this Agreement or by amendment to the Agreement.

B. Limitation of Government Obligation.

The Government's share for full performance of this Agreement is \$ 681,750. Of this amount, only \$75,750 is allotted and currently available for payment. In no event is the Government obligated to reimburse the Entity for expenditures in excess of the total funds currently allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total Government share is fully funded. However, the Government cannot guarantee full funding.

The entities agree that if additional funds are not allotted, this Agreement may be terminated. The Entity is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the Contracting Officer, plus the Entity's corresponding share (if any), until the Contracting Officer notifies the Entity in writing that the amount allotted by the Government to the Agreement is increased.

No Contracting Officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law.

(End of Article)

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. The Participant shall also update their information on an annual basis. For information regarding SAM, please refer to <https://www.sam.gov/SAM/>.

The Participant shall submit a complete and accurate invoice detailing all monthly expenditures no later than thirty (30) days after the submission month to the TSACanineFinance@tsa.dhs.gov email address with a copy to the Field Canine Coordinator (FCC).

The Participant invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

- Agreement Number – 70T02020T9NNCP476
- Invoice Date
- Invoice Number
- Name and Address of the Participant Requesting Fund Disbursement
- Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
- Tax Identification Number

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SENSITIVE SECURITY INFORMATION

- Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
- Total Amount of Funds Requesting to be Disbursed by TSA
- Electronic Funds Transfer (EFT) Banking Information (If Applicable)
- Remittance Address
- Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may result in civil and criminal penalties under applicable federal laws and/or regulations.*
- Signature of Requestor's Authorized Representative with Date
- Name and Address of the Participant's facility

Reimbursement requests from the Participant shall follow these procedures:

- Detailed documentation must be attached for each reimbursement item requested, including receipts for the purchase of any items or services and payroll validation for each individual handler's salary, benefits and overtime expenses.
- A review of the submitted expenses will be conducted by the NEDCTP COR (as the technical representative for the TSA CO) and payment will be made when approved and sent to the United States Coast Guard (USCG) Finance Center (FINCEN) for payment processing.

Invoices must be received by TSACanineFinance@tsa.dhs.gov, with a copy to the FCC, for each month of the twelve (12) month funding period, regardless of the remaining funding balance. Meaning, even if all funds are exhausted, a reimbursement package shall be sent reflecting actual costs. This is to capture the actual costs incurred for future analysis and planning of program budgets. The Participant shall not request reimbursement, incur costs or obligate funds for any purpose pertaining to the operation or activities of the program prior to, or beyond the expiration date of the OTA.

TSA will only reimburse for costs incurred in the applicable period designated within the current funding modification.

The final Request for Reimbursement must be received within ninety (90) days after the end of the applicable calendar year (CY) period (January – December) designated within the current funding modification.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

(End of Article)

WARNING:

SENSITIVE SECURITY INFORMATION

ARTICLE IX – AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, the Participant shall maintain: program records, technology maintenance records, and data associated with this program, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the “Disputes” provision in Article XIII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, “records” includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this program for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

SITE VISITS

Site Visits are a method to determine how well the NEDCTP reimbursement program is functioning and help to identify best practices, deficiencies, and mitigate issues for the betterment of the program. It is also TSA’s goal to offer assistance to industry partners in optimizing program related goals. Modifications to site visits may occur to allow for remote site visits if TSA deems it operationally feasible. Communication will be made to the Participant should this occur. The TSA may require technical oversight of some procedural aspects to be provided by the Participant.

The Participant shall maintain all records to show that EDCTs spent eighty percent (80%) of their time in the Transportation Operating System (TOS) they are assigned to. The TSA CO or their authorized representative will have the right to examine those records and will inform the Participant. The right to examine will include inspection at the office(s) of the Participant.

Objectives for Participant site visits include:

- Reviewing roles and responsibilities
- Examining Participant current status
- Discuss Program Management Tools
- Provide operational oversight
- Enlist questions and comments from the Participant

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SENSITIVE SECURITY INFORMATION

During site visits, TSA personnel will:

- Review relevant financial records (to be defined prior to visit)
- Visit the Participant kennel facility
- Visit the Participant magazine site

Examine vehicles/property purchased with program funding.

(End of Article)

ARTICLE X – AUTHORIZED REPRESENTATIVES

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Participant will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Participant as a change in scope or liability to either party.

The NEDCTP Branch Manager is the Program Officer (PO) and is responsible for monitoring the completion of work and technical performance of the program or activities described in the application under the SOJO, Attachment 1, will inform the TSA CO in the event that the PO, TSA Contracting Officer Representative (COR), or other TSA official takes any action which is interpreted by the Participant as a change in scope or liability to either party.

The contact information for TSA's representatives to the Agreement is listed below:

NEDCTP Branch Manager (Program Officer (PO))

Michael Gapinski, Branch Manager
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20190
Phone: 703-487-0070
Email: Michael.Gapinski@tsa.dhs.gov

TSA Contracting Officer (CO)

Kurt Allen, Contracting Officer
Transportation Security Administration
Office of Contracting and Procurement
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-459-3858
Email: Kurt.Allen@tsa.dhs.gov

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TSA Contracting Specialist (CS)

Janet Cariaga, Contracting Specialist
Transportation Security Administration
Office of Contracting and Procurement
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-1878
Email: Janet.Cariaga@tsa.dhs.gov

NEDCTP Contracting Officer Representative (COR)

Christina Koprivica, COR
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20190
Phone: 703-487-0111
Email: TSACanineFinance@tsa.dhs.gov

NEDCTP Alternate Contracting Officer Representative (ACOR)

Russell Smith, Alternate COR
Transportation Security Administration
NEDCTP
1900 Oracle Way, Suite 400
Reston, VA 20190
Phone: 703-487-0039
Email: TSACanineFinance@tsa.dhs.gov

NEDCTP Field Canine Coordinator (FCC)

FCC Name: *Kim Vick*
Phone: *(602) 206-3440*
Email: kimberly.vick@tsa.dhs.gov

(End of Article)

ARTICLE XI – LIMITATIONS ON LIABILITY

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant to seek compensation from TSA beyond TSA's liability as stated in Article IV

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SENSITIVE SECURITY INFORMATION

(Responsibilities), or Article VI (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Participant receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Participant must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

No third party shall assert any rights under this Agreement unless expressly provided herein.

(End of Article)

ARTICLE XII – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Participant may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

(End of Article)

ARTICLE XIII – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

(End of Article)

SENSITIVE SECURITY INFORMATION

ARTICLE XIV – CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of Participant. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

(End of Article)

ARTICLE XV – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

(End of Article)

ARTICLE XVI – PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (<http://ecfr.gpoaccess.gov/>). All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training

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course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.*

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the *SSI Quick Reference Guide for DHS Employees and Contractors*.

(Non-Disclosure Agreements (NDAs). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

B. Publicity and Dissemination of Agreement Information

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in TSA Management Directives 1700.3 and 1700.4. The TSA Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

WARNING:

This record contains Sensitive Security Information that is controlled under 49 C.F.R. Parts 15 AND 1520. No part of this record may be disclosed to persons without a "Need to Know," as defined in 49 C.F.R. parts 15 AND 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalties or other action. For U.S. Government Agencies, public disclosure governed by 5 U.S.C. 552 and 49 C.F.R. parts 15 and 1520.

SENSITIVE SECURITY INFORMATION

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

(End of Article)

ARTICLE XVII – ATTACHMENTS AND GENERAL PROVISIONS

A. The following are hereby incorporated in full:

Attachment 1:	Statement of Joint Obligations (SOJO)
Attachment 2:	Kennel Facilities
Attachment 3:	Routine Veterinary Care
Attachment 4:	Canine Retirement
Attachment 5:	Explosive Detection Canine Team (EDCT) Response
Attachment 6:	Explosives Magazine and Maintenance
Attachment 7:	Remedial Training Plan (RTP)
Attachment 8:	Participant Assessments and Evaluations

B. Required Program Forms

The following forms can be found on the [Canine Website System \(CWS\)](#) under Resources > Blank Forms

Administrative

- NEDCTP Kennel Inspection Report
- Retired Service Animal Hold-Harmless Agreement

Explosives

- TSA Form 1908, Canine Explosive Training Aid (CETA) Sign in – Sign out Log
- TSA Form 434, Magazine Key Sign in – Sign-out Log
- TSA Form 436, CETA and Magazine Key Field Transfer Record
- TSA Form 435 - FCC Quarterly Key and Magazine Inventory
- TSA Monthly Magazine Inspection Check List

Finance

- Monthly Reimbursement Spreadsheet
- Utilization Certification Form

C. The following are hereby incorporated into this Agreement by reference:

1. 31 CFR 205 Rules and Procedures for Funds Transfers
2. For-profit organizations are subject to the provisions of 48 CFR Part 31, “Contract Cost Practices and Procedures.”

(End of Article)

SENSITIVE SECURITY INFORMATION

ACRONYM LIST

Acronym	Definition
AA	Aggressive Assessment
ACOR	Alternate Contracting Officers Representative
ATFE	Alcohol, Tobacco, Firearms, and Explosives
ATLAS	Advanced Threat Local Allocation Strategy
CAT	Computerized Tomography Scan
CATS	Canine Accountable Training System
CETA	Canine Explosive Training Aid
CETAM	Canine Explosive Training Aid Manual
CFR	Combined Federal Regulations
COR	Contracting Officer's Representative
CO	Contracting Officer
CTC	Canine Training Center
CTES	Canine Training Evaluation Section
CWS	Canine Website System
CY	Calendar Year
DOD	Department of Defense
DODMWDVS	Department of Defense Military Working Dog Veterinary Services
EDC	Explosive Detection Canine
EDCH	Explosive Detection Canine Handler
EDCT	Explosive Detection Canine Team
EDS	Explosive Detection System
ETD	Explosive Trace Detection
FBI	Federal Bureau of Investigation
FCC	Field Canine Coordinator
FINCEN	USCG Finance Center
FOIA	Freedom of Information Act
FSD	Federal Security Director
GAAP	Generally Accepted Accounting Practices
HME	Home Made Explosive
IED	Improvised Explosive Device
JBSA-L	Joint Base San Antonio-Lackland
KTARS	K9 Training Aid Reporting System
MM	Multi-Modal
NEDCTP	National Explosive Detection Canine Team Program
OA	Operational Assessment
OD	Operational Development
OTA	Other Transaction Agreement
PC&B	Payroll, Compensation, and Benefits
PL	Public Law
PO	Program Officer
POC	Point of Contact

SENSITIVE SECURITY INFORMATION

PSC	People/Passenger Screening Canine
PUB	Publication
RCTI	Regional Canine Training Instructor
RCTI-A	Regional Canine Training Instructor- Assessment
RTP	Remedial Training Plan
SAM	System for Award Management
SFAM	Supervisory Federal Air Marshal
SOJO	Statement of Joint Obligations
SSI	Sensitive Security Information
TDY	Temporary Duty
TOS	Transportation Operating System
TSA	Transportation Security Administration
USC	United States Code
USCG	United States Coast Guard
VIPR	Visible Intermodal Prevention and Response

End of Agreement 70T02020T9NNCP476

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0027-021-2020) from the Federal Aviation Administration in the amount of \$404,626 for design services associated with the South Quadrant Hangars and Ramp project at Page Field (FMY).</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides \$404,626 of federal funding for FMY South Quadrant Hangars and Ramp project.</p> | <p>5. CATEGORY: 17.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|--|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

Port Authority staff has been working diligently with FAA in an effort to secure federal grant funding for the airside improvements associated with the FMY South Quadrant Hangars and Ramp project. After many months of continued coordination between the Port Authority and FAA Orlando Airports District Office (ADO) staff, an Airport Improvement Program (AIP) Grant Agreement, No. 3-12-0027-021-2020, has been secured in the amount of \$404,626 to provide 100% funding to design the airside improvements associated with the FMY South Quadrant Hangars and Ramp project. This grant consists of FMY entitlements in the amount of \$364,164 and CARES local match in the amount of \$40,462.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than July 24, 2020. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority and staff requests the Board ratify this action.

Attachments:
Resolution
FAA Grant Offer Letter
FAA Grant

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT IMPROVEMENT PROGRAM
GRANT AGREEMENT NUMBER 3-12-0027-021-2020
BETWEEN THE UNITED STATES OF AMERICA AND
LEE COUNTY BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

BE IT RESOLVED by the Board of Port Commissioners, Lee County, Florida, that:

SECTION 1.

Said Lee County Board of Port Commissioners, Lee County, Florida, hereby authorizes, adopts, approves, accepts and ratifies the execution of Airport Improvement Program (AIP) Grant Agreement Number 3-12-0027-021-2020 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of AIP Grant Agreement Number 3-12-0027-021-2020 on behalf of said Board of Port Commissioners, Lee County, Florida, is hereby authorized, adopted, approved, accepted and ratified.

SECTION 3.

The Executive Director of the Lee County Port Authority is hereby authorized to execute payment requests under this AIP Grant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.

The Grant Agreement referred to hereinabove shall be attached hereto and made a part of this Resolution as though it were fully copied herein.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, was as follows:

John E. Manning _____
Ray Sandelli _____
Cecil L Pendergrass _____
Frank Mann _____
Brian Hamman _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Phone: (407) 487-7220

June 25, 2020

Mr. Ben Siegel
Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

Dear Mr. Siegel:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0027-021-2020 at Page Field in Fort Myers, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than July 24, 2020** in order for the grant to be valid.
- c. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.
- d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Mr. Vernon Rupinta, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	<u>June 25, 2020</u>
Airport/Planning Area	<u>Page Field</u>
AIP Grant Number	<u>3-12-0027-021-2020</u>
Unique Entity Identifier	<u>781566419</u>

TO: Lee County Port Authority
(herein called the “Sponsor”)

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 16, 2020 for a grant of Federal funds for a project at or associated with Page Field, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for Page Field (herein called the “Project”) consisting of the following:

“Rehabilitate South Apron (± 2,300 S.Y.) (Design Only)”

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor’s acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$404,626

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$404,626 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The

report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 24, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration and Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by

\$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded

or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated January 6, 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 26 day of 06/2020,

Lee County Port Authority

(Name of Sponsor)



Benjamin R. Siegel (Jun 26, 2020 09:45 EDT)

(Signature of Sponsor's Authorized Official)

By: Benjamin R. Siegel

(Typed Name of Sponsor's Authorized Official)

Title: Acting Executive Director

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Gregory S. Hagen, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Fort Myers, Florida (location) this 26th day of June, 2020

By: 

Gregory S. Hagen (Jun 26, 2020 12:56 EDT)

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
2. **Responsibility and Authority of the Sponsor.**
It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 3. **Sponsor Fund Availability.**
It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 4. **Preserving Rights and Powers.**
 - a. It will 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, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.

b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport

NUMBER	TITLE
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors

NUMBER	TITLE
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract amendment with AECOM Technical Services, Inc. in the amount of \$673,391 to perform design services associated with the Page Field (FMY) South Quadrant Hangars and Ramp project.</p> <p>2. FUNDING SOURCE: Federal Aviation Administration Grant 3-12-0027-021-2020; Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20</p> <p>3. TERM: Five Years</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides for the Design of the South Quadrant Hangars and Ramp Project at Page Field (FMY)</p> | <p>5. CATEGORY: 18.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|--|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

In 2020 the current wait list for hangar storage at FMY is 130 aircraft, consisting of 8.5% bulk/group hangar storage requests and 92.5% individual T-hangar requests. New T-hangars are needed to provide additional hangar capacity on the airport to meet the current demand. As such, the FAA, FDOT and Board adopted FMY Airport Layout Plan depicts adding hangars and ramp in the southeast corner of the airport.

There are also existing hangars in the south-central area of FMY (commonly referred to as the "B-Hangars") that are aging. In order to address the issue of these aging hangar facilities, a study was conducted by Atkins/KTA that determined that the cost to repair/rebuild these B-Hangars to current code requirements would be greater than the cost of demolishing the existing B-Hangars and building a new hangar complex.

Therefore, Port Authority staff plans to construct new hangars in the southeast corner of FMY, which would then become available for existing B-Hangar tenants to relocate to the new hangars, thereby allowing for the demolition and construction of a new B-Hangar complex.

On September 6, 2018, the Board selected AECOM Technical Services as the top ranked firm to act as the Design Manager for the Page Field (FMY) South Quadrant Hangars and Ramp project.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

Staff has negotiated a scope of work to design the project, as well as the required surveying, geological and environmental evaluation for fees totaling \$673,391, with 13.36% going to a DBE sub-consultant company.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

Exhibit
Contract Amendment

✈️ FMY South Quad Hangars & Ramp



➤ FMY South Quad Hangars & Ramp



CA No. 4

Vendor No. 406332

Contract No. 8086

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 18-05 Design Services Page Field General Aviation Airport
South Quadrant Hangars and Ramp
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: FMY South Quadrant Hangars and Ramp – Phase 1 Design

- (1) **Reasons for Amendment:**
- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

- (2) **Method of Negotiating Price of Work** **Method of Negotiating Time of Work:**
- | | |
|----------------------------|-------------------------------------|
| <u>X</u> Lump Sum | _____ Consultant/Contractor Records |
| _____ Time and Materials | _____ Cost plus fixed fee |
| _____ Unit Prices | _____ Force Account |
| _____ Hourly plus expenses | |
| _____ Other _____ | |

- (3) **Acceptance**
It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

AECOM Technical Services, Inc. ARCHITECT/ENGINEER ACCEPTANCE

Steven Henriquez 

FDOT: _____
FDOT Representative

FAA: _____
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 4

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
GAC and Restrooms	GMA Architects 43 Barkley Cir. #202 Fort Myers, FL 33907	\$81,750.00	Yes	\$81,750.00
Surveying	EF Gaines Surveying Svcs. 5235 Ramsey Way Fort Myers, FL 33907	\$8,200.00	Yes	\$8,200.00
Testing	GFA International 201 Waldo Ave. North Lehigh Acres, FL 33971	\$12,000.00	No	
Environmental	Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, FL 33901	\$12,980.00	No	

AECOM Technical Services Contract 8086

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 4

6/10/2020

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	Current Contract Value	TAs Issued	Pending TAs
1	Preliminary Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,475.00	\$ -	\$ 80,475.00	\$ 80,475.00	\$ -
2	Additional Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,835.00	\$ -	\$ 19,835.00	\$ 19,835.00	\$ -
3	Additional Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,445.00	\$ -	\$ 9,445.00	\$ 9,445.00	\$ -
4	Phase 1 Design	\$ -	\$ -	\$ -	\$ 673,391.00	\$ -	\$ -	\$ -	\$ 673,391.00	\$ -	\$ 673,391.00
CONTRACT TOTALS		\$ -	\$ -	\$ -	\$ 673,391.00	\$ -	\$ 109,755.00	\$ -	\$ 783,146.00	\$ 109,755.00	\$ 673,391.00

Board-approved Level 4 - \$100,000 11/3/16

Remaining
Contract
Balance

\$	-
\$	-
\$	-
\$	-

\$ -

TASK 4 – FMY SOUTH QUADRANT HANGARS AND RAMPS

PHASE 1 DESIGN

A. OBJECTIVE

A planning study for the Page Field (FMY) South Quadrant Hangars and Ramp development program has been completed. Development is proposed in three phases. This task is for design services of the initial Phase 1 development.

B. PROJECT DESCRIPTION

South Quadrant Hangars and Ramps – Phase 1

The Phase 1 build-out includes the 4,000 sf± General Aviation Center (GAC) building relocation, new restroom area and drainfield, removal of a small forested area within the runway approach, extension of the pond adjacent to the self-serve fuel facility to allow space for the septic tank and drainfield, new pavement areas including landside parking for the new GAC and additional airside ramp pavement, removal and replacement of the asphalt area over concrete, removal of excess landside pavement, pavement seal coating, taxilane markings and tie-downs, and the construction of both T-Hangars and Box Hangars. See sheet C-01 attached for Phase 1 build out.

Although not shown on sheet C-01, Phase 1 also includes the demolition of the existing Bravo hangars located in the South Quad including the remarking of taxilanes and tie-downs within the existing pavement and existing building foundations.

The results of this concept yield approximately forty-two (42) Nested 42' x 34' T-Hangars, twelve (12) 48' x 41' Box Hangars and 26 aircraft tie-down positions. Once the existing Bravo Hangars are demolished, an additional 25 to 30 tie-down positions can be located on the existing building foundations and apron with only minor improvements.

The above described improvements are hereinafter called the **PROJECT**.

C. SERVICES BY THE ENGINEER

1. **AECOM** will be leading all the design efforts and will provide all services necessary to manage the design team including the following:
 - a) Develop and maintain regular communication with **AECOM**, subconsultants and **LCPA** personnel.
 - b) Develop and maintain regular project management and coordination between team members.
 - c) Coordinate and arrange project kick-off meeting, design charrette, all on-site progress meetings and design review meetings.
 - d) Attend project kick-off meeting, design charrette, all on-site progress meetings and design review meetings.
 - e) Coordinate and lead regularly scheduled design team progress meetings.
 - f) Coordinate and arrange for all design phase submittal deliverables.
 - g) Oversee the regular administration tasks throughout the design period.

2. **AECOM** will provide all services necessary to develop the plans and specifications for the following:
 - a) Civil / Site Design Services including:
 - i. Existing Conditions Documentation, basis of design and narrative
 - ii. Site Layout Plans
 - iii. Site Grading and Drainage (storm water control plans, drainage from site out to retention pond, etc.)
 - iv. Stormwater Systems, including Erosion Control
 - v. Site Utilities (potable water, fire hydrants, fire sprinkler water)
 - vi. Site Signage and Striping Plans
 - vii. Apron, Runway and Parking Lot Pavements and Sidewalks
 - viii. Site Fencing and Security Plans – Civil aspects of security systems (such as gate control) to be coordinated with **LCPA**

 - b) Civil and site permitting assistance.
 - c) Specifications for geotechnical engineering and surveyor statement of work will be subcontracted to **AECOM**.
 - d) T-hangars and Box-hangars: **AECOM** will provide the design documents for the T-Hangar buildings based on having the manufacturer of the building complete final design and permitting of the buildings and building foundations. **AECOM**

will provide interior electrical drawings to 90% completion. The design/build portion of the hangar buildings will include size, number of hangars, square footage of hangars in sufficient detail to allow the builder to complete the final design of the buildings.

- e) GAC demolition documents will be record drawings provided by **LCPA** or simple photographs of the building. AECOM will complete a pre-demo survey of the building to determine if any of the existing materials are hazardous and require remediation with the demolition process.
 - f) 7460-1 for all buildings as required by FAA
 - g) Cost Estimate Reviews and Coordination
 - h) Site related design permit / review
3. AECOM, along with subconsultant GMA Architects, a Fort Myers architectural design partner, will provide all services necessary to develop the plans and specifications for the following:
- a) Architectural documentation of an +/- 4000sf General Aviation Center including:
 - i. AECOM/GMA will develop the floor plans based on **LCPA** requirements, and input during the design kick-off charrette. GMA lead architect will attend this charrette. Once floor plans are complete, GMA will prepare construction documents.
 - ii. Production of construction documents (i.e.: drawings, specifications, basis of design narrative, etc.) for the building based upon a developed floor plan including:
 - (1) Life Safety Plans
 - (2) Floor Plans
 - (3) Ceiling Plans
 - (4) Roof Plans
 - (5) Exterior Elevations
 - (6) Building & Wall Sections
 - (7) Enlarged Plans & Details
 - (8) Finish Schedule and Legends
 - (9) Exterior & Interior Building Signage Plans
 - (10) Discipline coordination with
 - (a) Civil Site
 - (b) Structural
 - (c) Mechanical – HVAC Systems

- (d) Mechanical – Plumbing Systems
- (e) Fire Protection Systems
- (f) Electrical – Power and Lighting
- (g) Electrical – Communications
- (h) Septic Tank and Drainfield
- (i) Cost Estimator

- b) Building permitting assistance
 - c) Cost Estimate Reviews and coordination
4. AECOM, along with subconsultant GMA, will design the pilot restrooms and will provide all services necessary to develop the plans and specifications for the following:
- a) Architectural floor plan design and development of a two-room unisex restroom building including:
 - i. Floor plans, roof plans, elevations and building sections based on **LCPA** requirements, and input during the design kick-off charrette. Once floor plans are complete, AECOM/GMA will prepare construction documents.
 - ii. Architectural documentation of the facility including:
 - (1) Floor Plans
 - (2) Ceiling Plans
 - (3) Roof Plans
 - (4) Exterior Elevations
 - (5) Building & Wall Sections
 - (6) Enlarged Plans & Details
 - (7) Finish Schedule and Legends
 - (8) Exterior & Interior Building Signage Plans
 - (9) Discipline coordination with:
 - (a) Civil Site
 - (b) Structural
 - (c) Mechanical – HVAC Systems
 - (d) Mechanical – Plumbing Systems
 - (e) Electrical – Power and Lighting
 - (f) Cost Estimate Reviews and Coordination
 - (g) Septic Tank and Drainfield

5. AECOM, along with subconsultant Johnson Engineering of Ft. Myers, will be leading the environmental services. We have previously completed a Phase 1 audit of the site and FLUCFCS mapping. We will be preparing a protected species survey (PSS) and FAA CATEX documentation should it be required by FAA.
6. AECOM, along with subconsultant E.F. Gaines Surveying Services, Inc. of Ft. Myers, will be completing the site topographic and cross-section survey required for the final design. Previously surveyed limits will be extended as required for proper project design.
7. AECOM, along with subconsultant GFA International, Inc., will complete the design geotechnical program required for the proper design of the project.
8. For the above referenced work, we proposed the following design submittals will be made:
 - 15% Preliminary Planning Document (PPD) Design Submittal
 - 45% Design Submittal
 - 70% Design Submittal
 - 100% Design Submittal
 - Final Construction Documents
9. In addition, we plan for attendance by the following people at the following design related milestone meetings, user interview, review conferences to be held at RSW or FMY:
 - a) **Project Kick-Off Meeting / Design Charrette**

A full team meeting near the site is crucial to kick off the project. Attendees will include the Program Manager, Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer and Electrical Engineer.

In conjunction with the kick-off meeting there will be sessions with our Survey partner and Geotechnical consultants to review the project site and ensure that all pertinent data and approvals are in place.
 - b) **15% PPD**

Review Meeting: This is a critical review meeting with the Users and the technical reviewers from all stakeholders (LCPA, FDOT and airport staff) since this document sets the project requirements. Attendees will include the Project

Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer, Electrical Engineer.

c) **45% Design**

Review Meeting: Attendees will include the Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer, Electrical Engineer.

d) **70% Design**

Review Meeting: Attendees will include the Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Fire Protection Engineer, Electrical Engineer.

e) **100% Design**

Review Meeting: Attendees will include the Project Manager, Architect and Civil Engineer.

10. Qualification of Proposal

- a) A pre-demo investigation of the existing GAC will be completed to determine if the building is free of asbestos or other hazardous materials. No environmental remediation services are included in this scope.
- b) The site is free of contamination.
- c) Wetlands and/or endangered species are not present on the site.
- d) Stormwater permits will only be required from the South Florida Water Management District and Lee County.
- e) The building design will not be to a LEED certification requirement.
- f) All drawings will be prepared in Autocad.
- g) Modifications or extension of off-site utilities will not be required. Only utility connections support building and hangar construction if required.
- h) The project does not require any security system design beyond security fencing and gates.
- i) Site and building permitting included in the work scope only include coordination with local stormwater management, utilities and building departments.
- j) Domestic water and fire protection are available for connection without any upgrade requirements.
- k) Landscaping and irrigation are not required beyond sodding of graded areas.
- l) Preparation of bid documents will be for one bid. Separation into multiple bid packages is considered additional services.
- m) All permit fees will be paid through an allowance and will be incorporated into the LCPA/AECOM design contract and fee.

D. DELIVERABLES

At the conclusion of this Task, deliverables include the following:

- Final Construction Documents - Design Plans, Specifications, Engineer Report and Cost Estimates
- Field and laboratory soils data
- Field survey

E. PROJECT SCHEDULE

It is anticipated that all work under this agreement will be completed within 300 calendar days upon receipt of Notice to Proceed (NTP). Tentative submittal time frames are:

<u>SUBMITTAL</u>	<u>DAYS FROM NTP</u>
15% Preliminary Document	90 Calendar Days
45% Design Submittal	150 Calendar Days
70% Design Submittal	225 Calendar Days
100% Design Submittal	270 Calendar Days
Final Construction Document	300 Calendar Days

F. FEE

The fee for this task is a lump sum amount. The fees also include, but are not limited to, meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

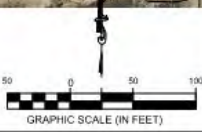
Task Total Lump Sum	\$ 673,391
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SE QUAD - T-HANGARS & TAXILANES - PHASE 1

SOUTHEAST RAMP LAYOUT

- 42 UNITS - NESTED T-HANGARS - 42'x34'x12'h - 1113 SF PER UNIT (includes additional 10 - 555 s.f. storage units)
- 12 UNITS - ERECT-A-TUBE RECTANGULAR HANGARS MODEL RG41-48 - 48'x11'x14'h - 1968 SF PER UNIT
- 26 AIRCRAFT TIE-DOWN POSITIONS
- NEW RESTROOM FACILITY (SEPTIC TANK) ADJACENT TO SELF MAINTENANCE AREA
- NEW GENERAL AVIATION CENTER (GAC) FACILITY (4500 SF) AND PARKING
- THE EXISTING SOUTHEAST RAMP EDGE OF PAVEMENT SHOWN ON THIS PLAN IS FROM FIELD SURVEY PERFORMED IN OCTOBER 2018



DATE	DESCRIPTION	BY	AUTH

Lee County Port Authority
Page Field Airport
5200 Captain Channing Page Drive
Ft. Myers, Florida 33907

AECOM
AECOM Technical Services, Inc.
7650 W. Courtney Campbell Causeway
Tampa, FL 33607-1462
Tel: 813.286.1711

PL: E/JF
DWG. BY: NJP
CHK. BY: SGH
DES. BY: E/JF

SCALE: AS NOTED
PROJECT NO. 60597753
DATE: JULY, 2019

SOUTH QUADRANT HANGARS AND RAMP

SHEET TITLE
SE QUAD T-HANGARS & TAXILANES
PHASE 1

SHEET NO.
C-01

DRAWING SIZE REDUCED IF LARGER THAN 34"x44"

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of \$101,750 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Page Field (FMY) South Quadrant Hangars and Ramp Project.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides for Construction Manager/General Contractor preconstruction services for the South Quadrant Hangars and Ramp project at Page Field (FMY).

5. **CATEGORY:** 19.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

On September 6, 2018, the Board approved a professional services contract with Owen-Ames-Kimball Company that serves as the basis for activities to provide preconstruction, construction management, and other general contracting services for the South Quadrant Hangars and Ramp Project at FMY. This contract amendment provides for preconstruction services including estimating review, constructability review and analysis, and construction activity planning. Staff has negotiated fees for this Task that total \$101,750.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by Florida Department of Transportation, and Federal Aviation Administration, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

Contract Amendment

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

✈️ FMY South Quad Hangars & Ramp



→ FMY South Quad Hangars & Ramp



CA No. 2

Vendor No. 190701

Contract No. 8087

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 18-06 South Quadrant Hangars and Ramp
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed for work.** All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: FMY South Quadrant Hangars and Ramp – Pre-construction Services

(1) Reasons for Amendment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- ____ Consultant/Contractor Records
 ____ Cost plus fixed fee
 ____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

David Dale _____

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

N/A

FDOT: _____ FAA: N/A
FDOT Representative FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 2

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
NA				

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2020-21	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Pre-con Estimating	\$ -	\$ -	\$ -	\$ -	\$ 7,712.00	\$ -	\$ -	\$ 7,712.00	\$ 7,712.00	\$ -	\$ -
2	Pre-con Services	\$ -	\$ -	\$ -	\$ 101,750.00	\$ -	\$ -	\$ -	\$ 101,750.00	\$ -	\$ 101,750.00	\$ -
CONTRACT TOTALS		\$ -	\$ -	\$ -	\$ 101,750.00	\$ 7,712.00	\$ -	\$ -	\$ 109,462.00	\$ 7,712.00	\$ 101,750.00	\$ -

FMY South Quadrant Hangars and Ramps - Pre-Construction Services

OBJECTIVE

The objective shall be to assist the Port Authority in the timely delivery and successful completion of design and pre-construction phase services necessary to initiate construction of Phase 1 improvements associated with the South Quadrant Hangars and Ramps project located at the Page Field General Aviation Airport in Fort Myers, Florida.

DESCRIPTION

The anticipated scope of Phase 1 construction work is based on information provided by the Port Authority in the form of AECOM scope of services and is outlined below.

The Phase 1 build-out includes the 4,000 sf± General Aviation Center (GAC) building relocation, new restroom area and drainfield, removal of a small forested area within the runway approach, extension of the pond adjacent to the self-serve fuel facility to allow space for the septic tank and drainfield, new pavement areas including landside parking for the new GAC and additional airside ramp pavement, removal and replacement of the asphalt area over concrete, removal of excess landside pavement, pavement seal coating, taxilane markings and tie-downs, and the construction of both T-Hangars and Box Hangars.

Phase 1 also includes the demolition of the existing Bravo hangars located in the South Quad including the remarking of taxilanes and tie-downs within the existing pavement and existing building foundations.

BASIC SERVICES

During the pre-construction phase activities, the CM/GC will lend its construction expertise to the Project Team comprised of the Port Authority retained Architect/Engineer (A/E) and its sub consultants, as well as Port Authority staff.

The CM/GC will provide estimating review, constructability review and analysis, construction activity planning including participation in phasing plan development and complete project pricing services.

The CM/GC will provide the basic services described below to accomplish the Objective and Description outlined above for the design of the Phase 1 project. These services will include, but not be limited to:

1. Attendance at all design meetings and/or working group meetings as needed, including necessary meetings with the airport director. Attendance at FAA or FDOT meetings is included.
2. Review and provide comments on engineers overall project budget, airfield pavement rehabilitation recommendations & disclosed information about existing conditions at the project location.
3. Attend all Port Authority Port Board and Airport Special Management Committee meetings in which items of business pertinent to the project are presented.

Design Phase Activities

Design activities upon delivery of 15%, 45%, 70% & 100% plans:

1. Provide review of engineer's estimates of costs at the 15%, 45%, 70% and 100% levels.
2. Review schedule and advise the Port Authority of any items inconsistent with the intent that in the judgment of the CM/GC, could jeopardize the planned target date or project budget.
3. Participate with the Project Team in constructability efforts as needed to affect both adherence to budgetary requirements as may be possible and to investigate improvements in project program through design modifications.
4. Review all design documents for compliance with applicable laws, rules, codes, design standards, and ordinances. Utilize expertise to identify possible code issues within the documents.
5. Provide recommendations of the timing of the release of drawings and specifications, taking into consideration such factors as time of performance, availability of labor, as well as Port Authority's requirements, etc. Recommend when applicable any necessary fast-track approaches or early award packages for certain project elements.
6. Provide to the A/E a detailed Construction Activity Schedule for publication of plans and specifications to be utilized during the bidding phase.
7. Not later than completion of 45% design drawings, provide to the Project Team a listing of proposed bid phase activities to be taken by the CM/GC in soliciting of trade bids for the work. Such plan may include, but not be limited to, fulfillment of minimum advertising requirements for bidding, identifying quantities of plans and specifications needed for effective bidder use and Port Authority requirements, publication of bidding through construction industry media, consideration for specific encouragement of DBE bidders, and establishment of bid times and manner of receipt of bids.

FEE

Included within the professional services fee is the cost of meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the professional services fee is to be based on a monthly percent complete proportional with the scope of work and its respective total lump sum fee.

Specifically Included: Document review, stated meeting attendance and input on construction and safety methods

Specifically Excluded: Bidding Phase Services

TOTAL LUMP SUM:

\$ 101,750

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Total Project Budget in the amount of \$23,088,124 for all contracts to complete the RSW Airside Pavement Rehabilitation Project.
2. **FUNDING SOURCE:** Federal Aviation Administration Grant 3-12-0135-56-2020 (Pending Receipt) ; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506540
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides funding authorization to complete the project.

5. **CATEGORY:** 20.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

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, and segments of Parallel Taxiway A and 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.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorizations in accordance with Board approved contracts. Only tasks authorized can be billed by and paid to any contract holder.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: RSW Rehabilitation of Taxiways A, F and G2
 RSW New Airfield Lighting Vault

Project Description:

This project consists of the rehabilitation of approximately 200,500 SY of bituminous aircraft taxiway pavement, airfield lighting & signage replacement and associated site work elements including Hot Spot 2 mitigation. This project also consists of the construction of a new Airfield Lighting Vault (approximately 2,250 SF). Procurement and installation of a backup vault generator and propane tanks along with various site work and security improvements is also included as part of the project.

BUDGET SUMMARY:

Design/Permitting:

A&E/Design and Permitting	\$ 3,179,457.77	
CM/GC Pre-construction	\$ 188,650.70	
TOTAL DESIGN/PERMITTING		\$ 3,368,108.47

Construction Rehabilitation of Taxiways A, F and G2

A&E/Construction Administration	\$ 725,731.50	
CM Construction Management	\$ 2,382,138	
General Contractor Construction	\$ 11,429,649	
Construction Contingency	\$ 1,453,800	
TOTAL CONSTRUCTION		\$ 15,991,318.50

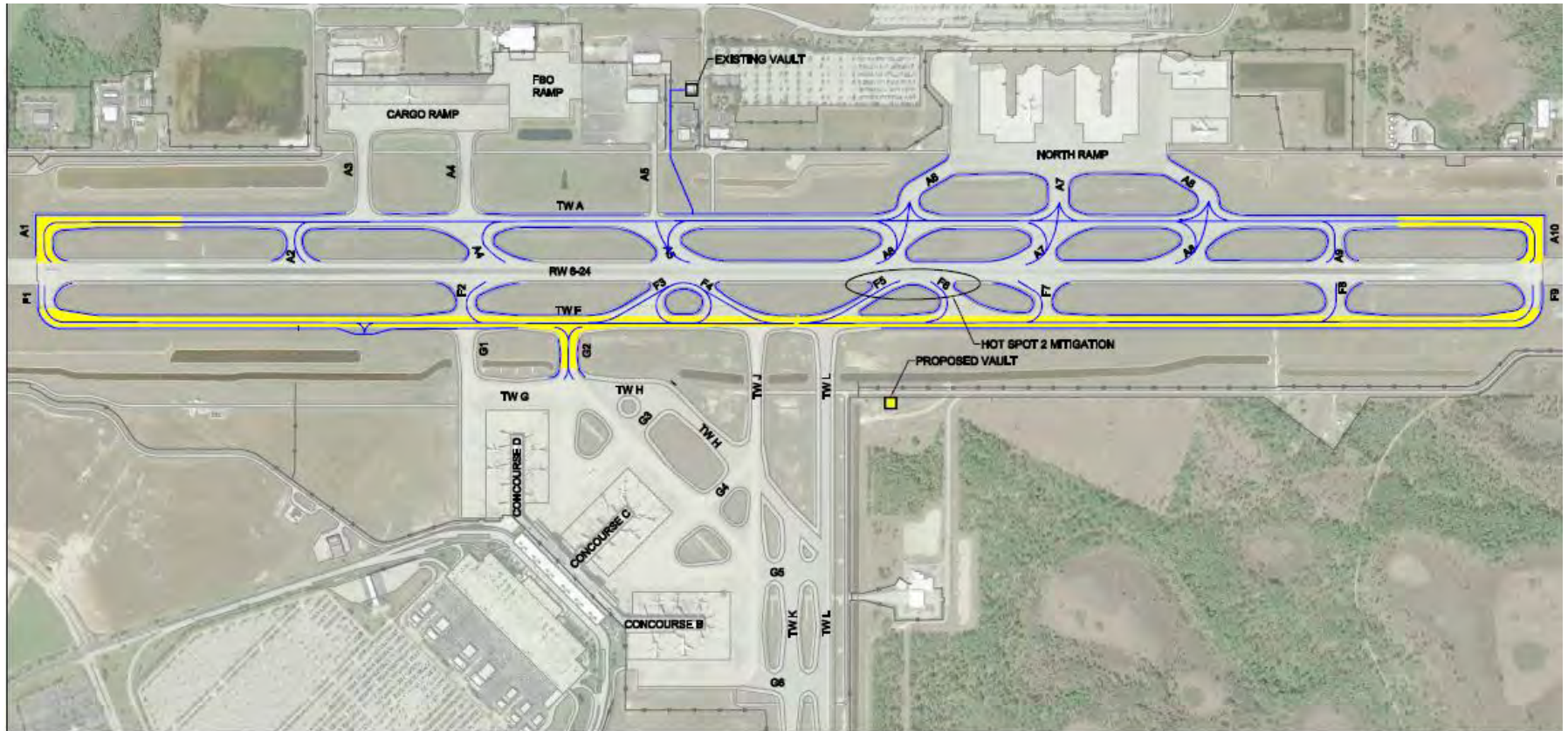
Construction New Airfield Lighting Vault:

A&E/Construction Administration	\$ 138,145	
CM/GC Construction	\$ 3,092,062.03	
CEI Services	\$ 159,490	
Construction Contingency	\$ 339,000	
TOTAL CONSTRUCTION		\$ 3,728,697.03

Total Project Budget *		\$ 23,088,124
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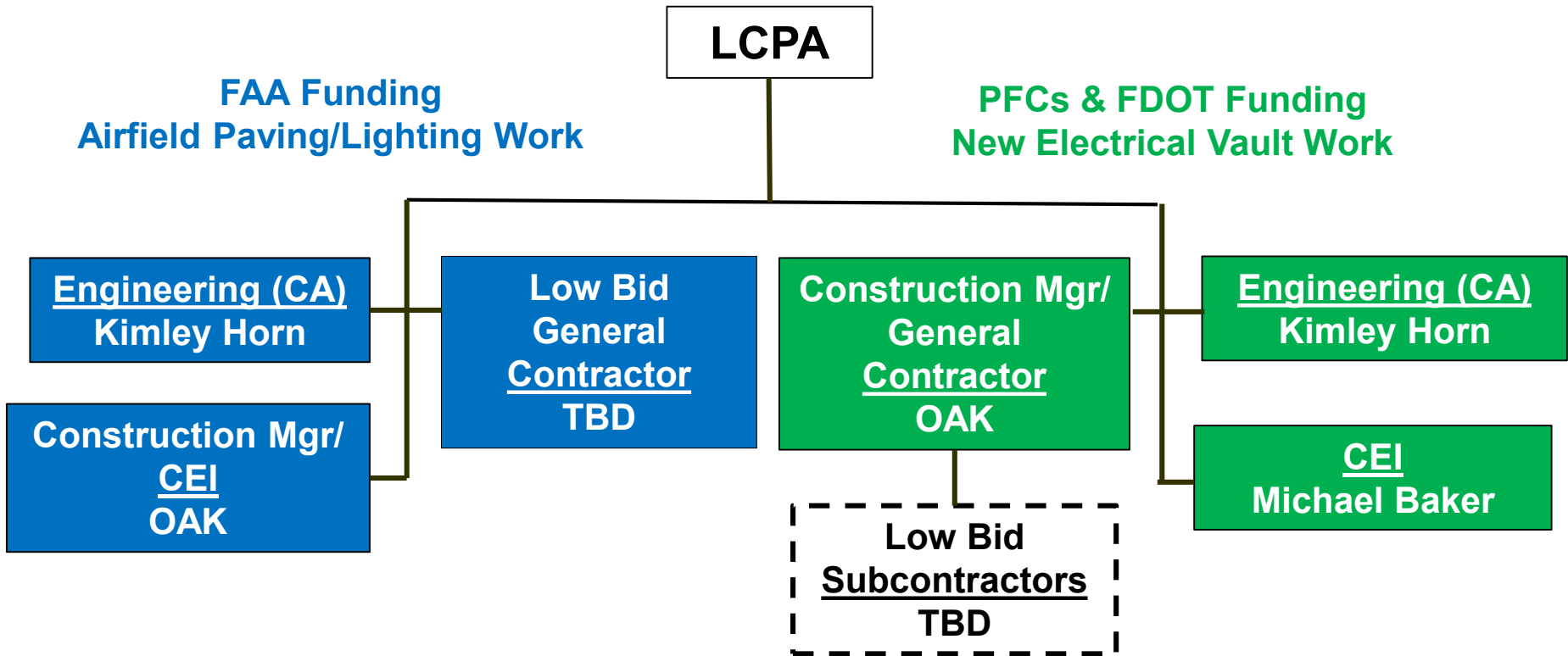
* All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total

RSW Rehabilitation of Taxiways A, F & G2 & New Electrical Vault



- PROJECT 1**
- PAVEMENT REHABILITATION
 - LIGHTING
 - NEW AIRFIELD LIGHTING VAULT

Project Contract Structure



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award a contract to Ajax Paving Industries of Florida, LLC as the lowest, responsive, and qualified bidder as a result of an Administrative Determination/Bid Protest Hearing held by the ASMC for RFB 20-34MMW RSW Rehabilitation of Taxiways A, F and G2; and authorize the Board Chair to execute a standard construction agreement.
2. **FUNDING SOURCE:** FAA grants and Passenger Facility Charge revenues
3. **TERM:** 490 Calendar Days
4. **WHAT ACTION ACCOMPLISHES:** Awards a construction contract for the project to the lowest, responsive bidder.

5. **CATEGORY:** 21.
Consent Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

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, and segments of Parallel Taxiway A and 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.

On March 19, 2020, the LCPA advertised a Request for Bids (RFB) for the major portions of airfield paving and electrical construction work for this project. A Mandatory Pre-Bid meeting was held on April 2, 2020 to further present and discuss the project and answer questions from prospective bidders. As federal grants will likely be a major funding source for this project, various federal grant requirements and conditions apply to this solicitation, including 49 Code of Federal Regulations (CFR) Part 26 – Participation by Disadvantaged Business Enterprises (DBEs) in US Department of Transportation Financial Assistance Programs.

On April 30, 2020, the following two (2) bids were received:

- Preferred Materials = \$11,275,441.28

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<i>Benjamin R. Siegel</i>

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)

- Ajax Paving Industries of Florida, LLC = 11,429,648,98

In reviewing the bids for responsiveness to the LCPA Request for Bids, additional information and clarification was requested and obtained from the bidders. After the LCPA's review and the exercise of due diligence, LCPA staff determined that the apparent low bidder, Preferred Materials, did not comply with the bid documents that require that either the DBE goal of 14% be achieved or the bidder demonstrate its' Good Faith Efforts to obtain the goal in accordance with 49 CFR Part 26. Therefore, the Preferred Materials bid was deemed by LCPA staff to be nonresponsive. As a result, the LCPA issued a Notice of Intent to Award to the lowest responsive bidder, Ajax Paving, on June 19, 2020. Subsequently, pursuant to the LCPA Purchasing Policy Manual, on June 29, 2020, Preferred Materials filed a Bid Protest requesting reconsideration of the award. This Bid Protest Hearing also served as the Administrative Reconsideration required by 49 CFR Part 26 since the ASMC is a third party not involved with the original solicitation and, therefore, the decision of the ASMC as the Administrative Reconsideration Official is not appealable to the USDOT.

As a result of the Bid Protest Hearing/Administrative Reconsideration deliberations, options available to the ASMC were:

1. Deem the Preferred Materials Bid nonresponsive and recommend Board award contract to Ajax Paving as the lowest, responsive bidder
2. Deem the Preferred Materials bid responsive and recommend Board award contract to Preferred Materials as the lowest, responsive bidder
3. Any other action as deemed appropriate by the ASMC

At the Bid Protest Hearing/Administrative Reconsideration meeting held by the ASMC on July 21, 2020, after presentations by all affected parties and questions by the ASMC, the ASMC determined the Preferred Materials bid to be nonresponsive and recommends the Board award a contract to Ajax Paving as the lowest, responsive bidder. With the Board's concurrence, the Port Attorney's Office will prepare a standard construction agreement for execution by the Board Chair.

Attachments

- A – Agenda and Staff Presentation
- B - Project Exhibit
- C - LCPA DBE memo
- D - LCPA Policies and Federal Regulations
- E - Preferred Materials Bid Protest and Supplemental Material
- F - Request for Bids & Bids Received

REQUEST FOR BIDS 20-34MMW

**REHABILITATION OF TAXIWAYS A, F & G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

**BID PROTEST HEARING &
DBE ADMINISTRATIVE RECONSIDERATION**

AGENDA

JULY 21, 2020

1. Introduction of Request for Bids 20-34MMW
 - a. Background and Timeline – LCPA Purchasing
 - b. Bid Summary
2. Sponsoring Division Summary, Background and Recommendation – LCPA Development Division
 - a. 49 CFR Part 26 - DBE Good Faith Efforts
3. Affected Parties
 - a. Preferred Materials (7 minute time limit; max 2 speakers)
 - b. AJAX Paving (7 minute time limit; max 2 speakers)
4. ASMC Q&A, Discussion and Suggested Motions:
 - a. The Preferred Materials bid is deemed nonresponsive and recommend Board award contract to Ajax Paving as the lowest, responsive bidder;
 - b. The Preferred Materials bid is deemed responsive and recommend Board award contract to Preferred Materials as the lowest, responsive bidder; or
 - c. Any other recommendation or action as deemed appropriate by the ASMC

RFB 20-34MMW

RSW Rehabilitation of Taxiways A, F & G2

Bid Protest Hearing/Administrative Reconsideration



AGENDA

- Introduction
 - LCPA Purchasing

- Sponsoring Division Summary
 - LCPA Development

- Affected Parties
 - Preferred Materials
 - Ajax Paving

- ASMC Q&A, Discussion & Motion

Introduction

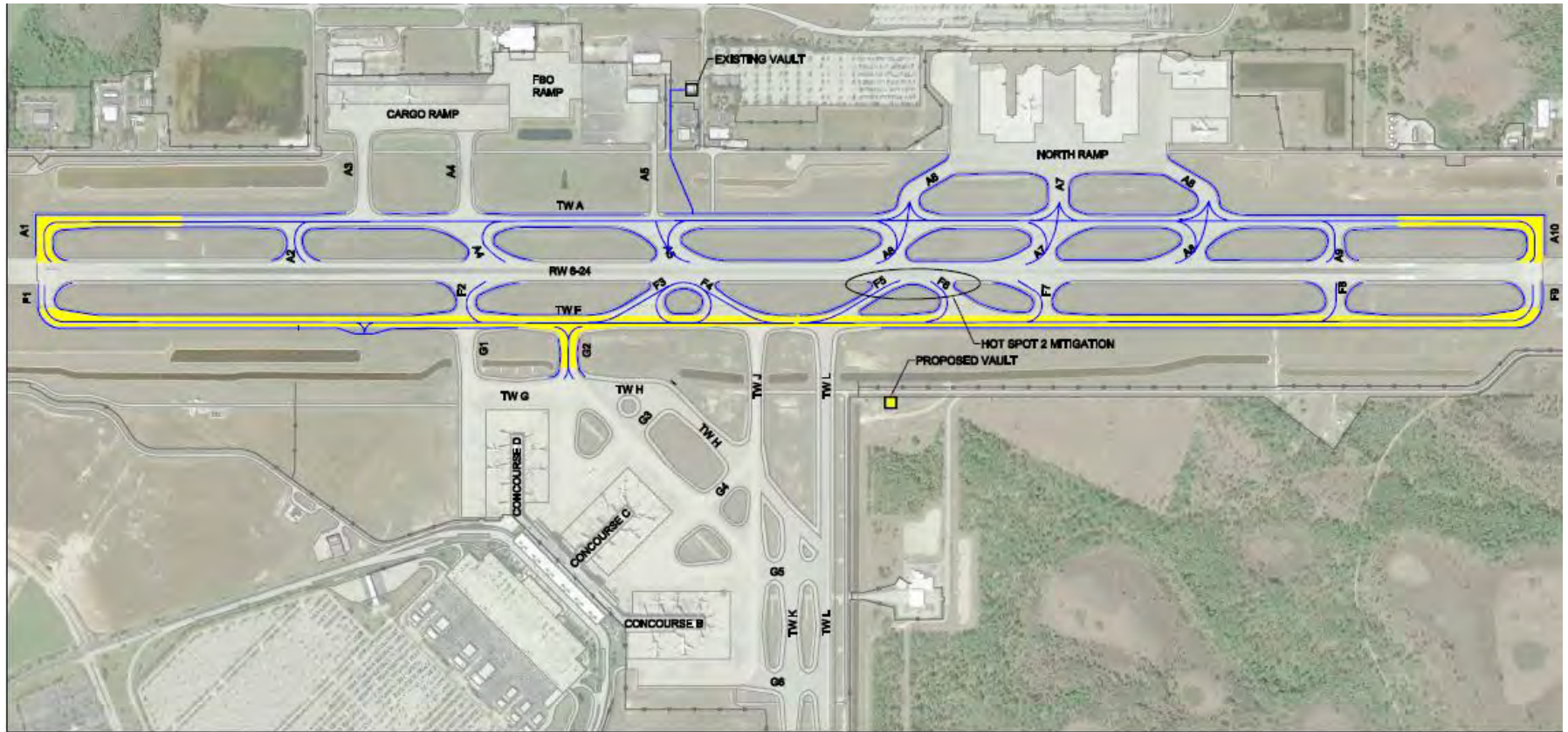
Background/Timeline

Purpose - Award Contract to Lowest, Responsive Bidder

- April 30, 2020 - Received Project Bids
LCPA Review of Bid Information
- June 19, 2020 - LCPA Notice of Intent to Award
- June 23, 2020 - LCPA received Notice of Intent to file Bid Protest
- June 29, 2020 - LCPA received Formal Bid Protest
- July 14, 2020 - Advance Agenda Package sent to ASMC and bidders
- July 21, 2020 - Bid Protest Hearing/Administrative Reconsideration;
Recommendation for Contract Award
- Sept 3, 2020 - Board approval of Bid Award & Contract

Sponsoring Division Summary




Project Scope



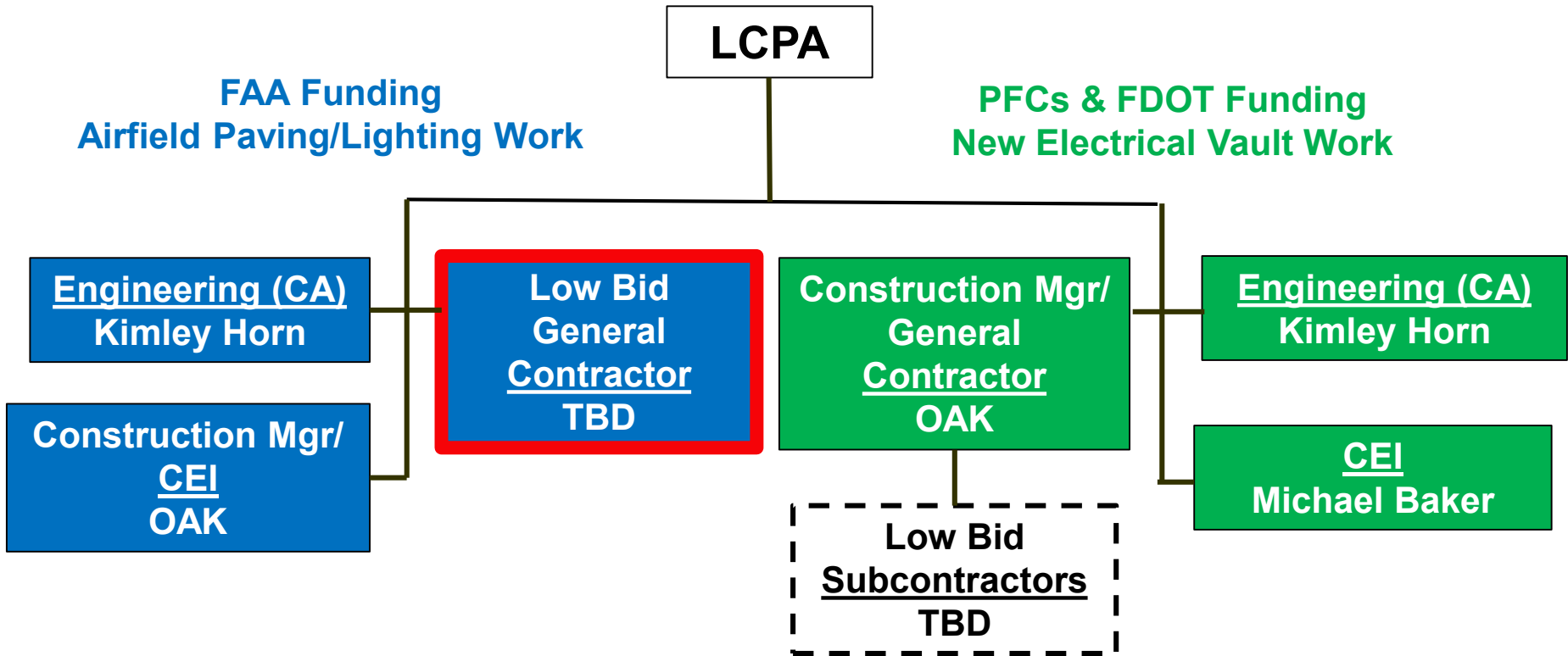
➤ Total Est. Cost = \$26M

➤ NTP Oct 1, 2020

PROJECT 1

-  PAVEMENT REHABILITATION
-  LIGHTING
-  NEW AIRFIELD LIGHTING VAULT

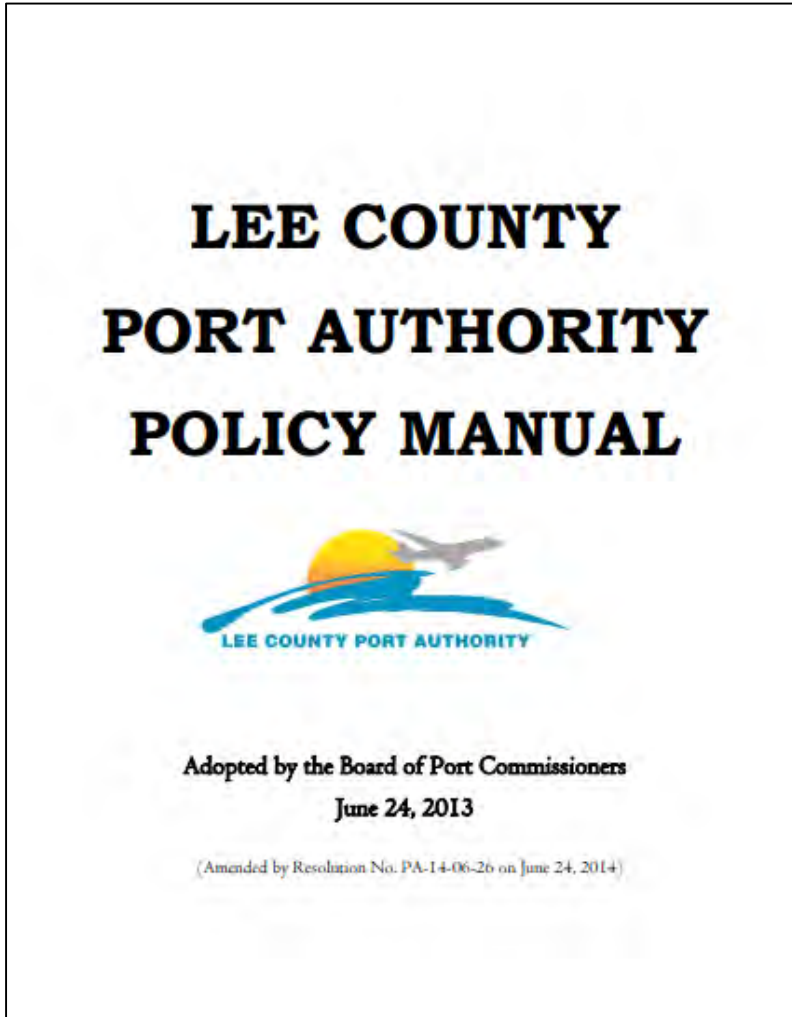
Project Contract Structure



Background

- Hard Bid Procurement
- Award to Lowest, Responsive Bidder
- Received 2 Bids
 - Preferred Materials = \$11,275,441.28
 - Ajax Paving = \$11,429,648.98
- LCPA Review of Responsiveness
 - Required Information
 - Required Experience
 - References
 - FAA Funding Requirements
 - Davis/Bacon Act
 - Buy American
 - DBE Participation

DBE Policies & Regulations

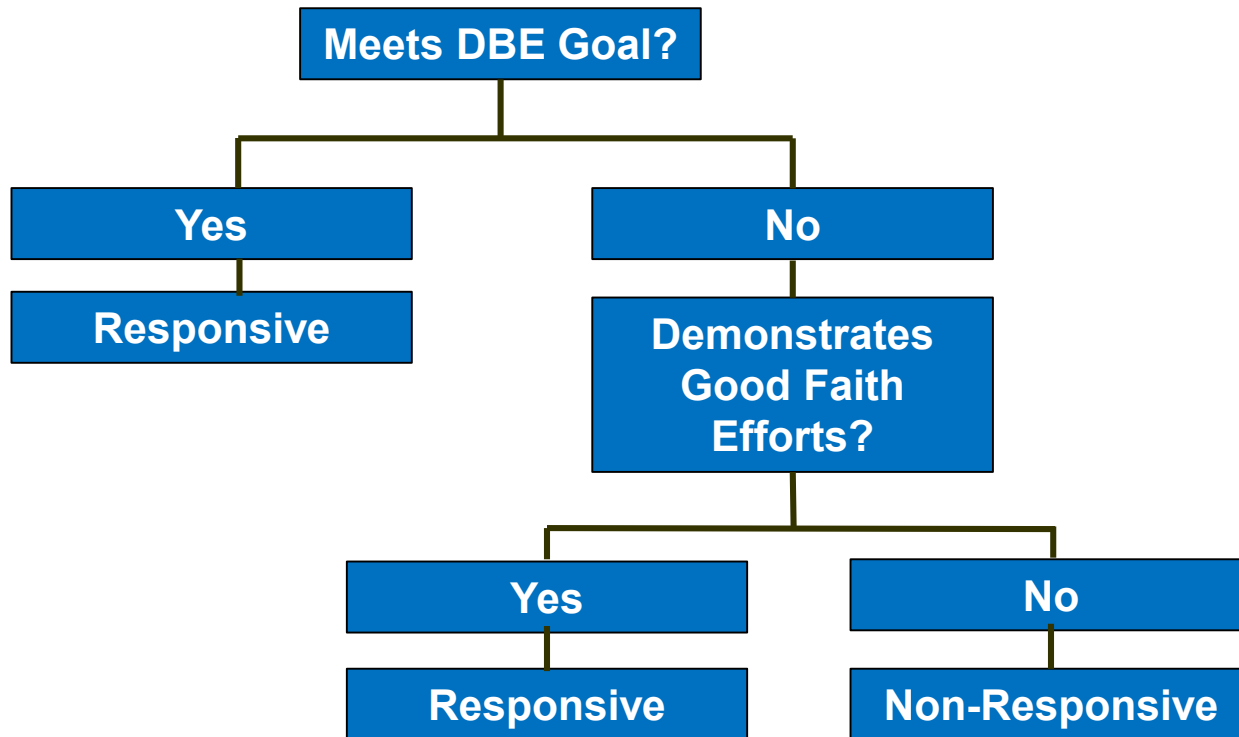


Background

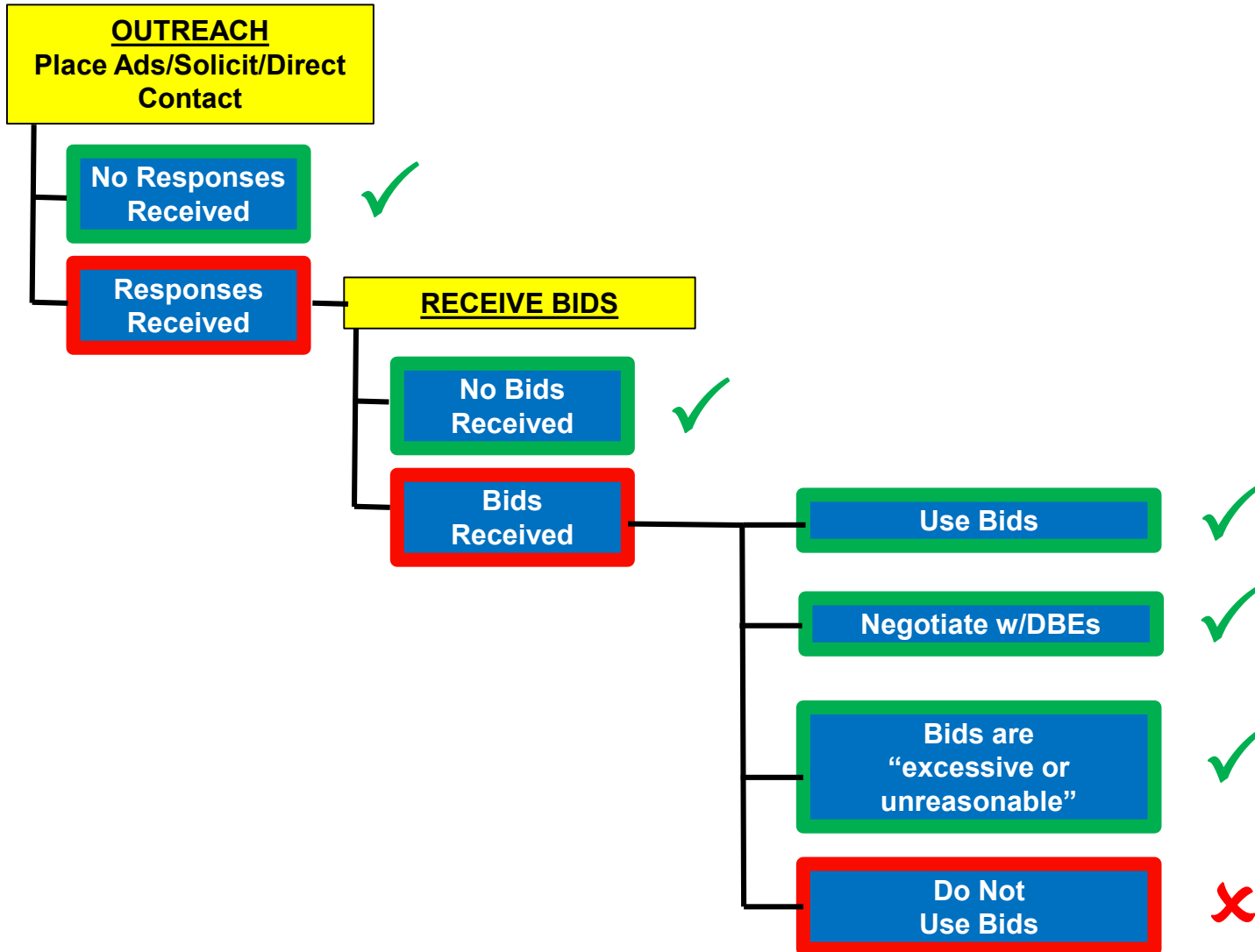
- Hard Bid Procurement
- Award to Lowest, Responsive Bidder
- Received 2 Bids
 - Preferred Materials = \$11,275,441.28
 - Ajax Paving Industries = \$11,429,648.98
- LCPA Review of Responsiveness
 - ✓ Required Information
 - ✓ Required Experience
 - ✓ References
 - FAA Funding Requirements
 - ✓ Davis/Bacon Act
 - ✓ Buy American
 - ✗ DBE Participation (14% Goal)
 - Preferred Materials Bid = 0%
 - Ajax Paving Bid = 14.06%

DBE Policies & Regulations

- Goal-oriented Program
- Set as % of Construction Value (14%)



Good Faith Efforts



“Excessive or Unreasonable”

➤ Preferred Materials

- Received DBE subtrade bids for 4 aspects of work
 - Package 1: 15% difference between DBE and Non-DBE prices submitted to the Bidder
 - Package 2: DBE price not used because Bidder stated they “can do it in-house cheaper”
 - Package 3: DBE price not used because Bidder stated they “can do it in-house cheaper”
 - Package 4: DBE price not used because Bidder stated they “can do it in-house cheaper”
- 15% difference for Package 1 did not appear “excessive or unreasonable” to staff
- All Packages - No evidence of DBE price negotiations

➤ Ajax Paving – Met the 14% DBE goal

49 CFR Part 26

- The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as costs are reasonable.
- The ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make Good Faith Efforts.
- A Contractor cannot reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- Insufficient Good Faith Effort is the rejection of the DBE because its quotation for the work was not the lowest received.

49 CFR Part 26 continued

- The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make Good Faith Efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective DBE's reasonable quote.
- In determining whether a bidder has made Good Faith Efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal.
- A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute Good Faith Efforts.

Staff Determination

- The apparent low bidder (Preferred Materials) did not meet the Good Faith Effort requirements of 49 CFR Part 26
- Therefore, the Preferred bid is nonresponsive.
- Recommend award to the next lowest responsive bidder (Ajax Paving)

Affected Parties Preferred Materials

Affected Parties

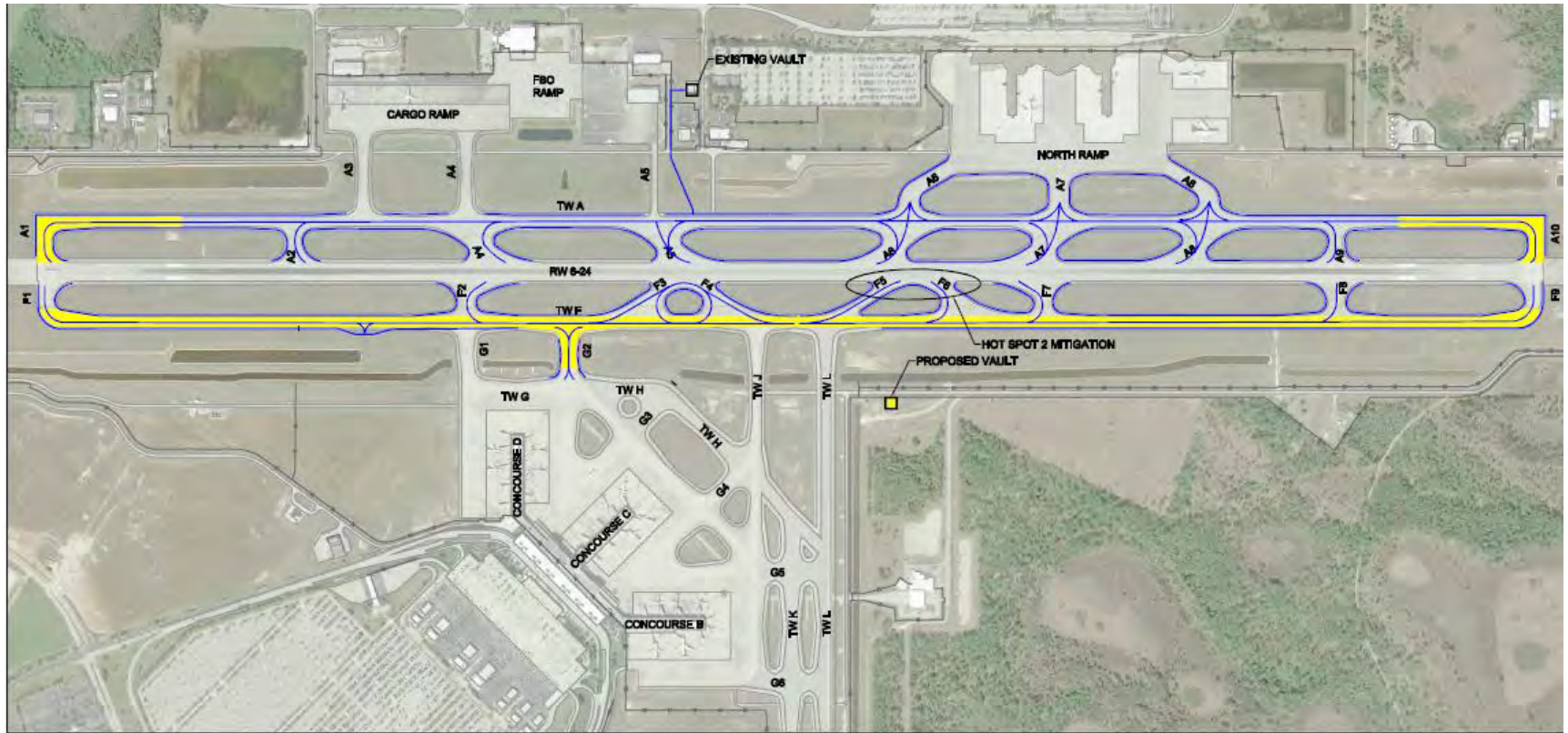
Ajax Paving

ASMC Q&A, Discussion & Motion

1. The Preferred Materials bid did not meet the Good Faith Efforts requirements of 49 CFR Part 26 and, therefore, is deemed nonresponsive and recommend the Board award a contract to **Ajax Paving** as the lowest, responsive bidder
2. The Preferred Materials bid did meet the Good Faith Efforts requirements of 49 CFR Part 26 and, therefore, is deemed responsive and recommend the Board award a contract to **Preferred Materials** as the lowest, responsive bidder
3. Any other action as deemed appropriate by the ASMC



➔ Airside Pavement Rehab 1 – TWs F, A1/10, G2, Airfield Lighting & New Electrical Vault



PROJECT 1

- PAVEMENT REHABILITATION
- LIGHTING
- NEW AIRFIELD LIGHTING VAULT

MEMO TO: Melissa Wendel, CPPO
Procurement Manager

FROM: Julio A. Rodriguez
Manager, Disadvantaged Business Enterprise

DATE: July 8, 2020

SUBJECT: DBE Good Faith Efforts Determination for
RSW-Rehabilitation of Taxiways A, F, and G2 – RFB 20-34



Below is a summary of my review of bids for RFB 20-34 and the determination of compliance with the LCPA Policy Manual, the LCPA Purchasing Policy Manual, and 49 Code of Federal Regulations (CFR) Part 26.

Bidder Responses

Two (2) bids were received for RFB 20-34 which was advertised with a DBE participation goal of 14%. In reviewing all of the responsible bids that were received by LCPA for the above project, it was evident that the established DBE goal of 14% was achievable. Preferred Materials, Inc. submitted a bid in the amount of \$11,275,441.28 and offered DBE participation at 0%. Ajax Paving Industries of Florida, LLC submitted a bid in the amount of \$11,429,648.98 and offered DBE participation at 14.04%. The following summarizes the DBE participation analysis performed by the Port Authority in evaluating both bids.

In order to meet or exceed the established contract goal, all bidders were requested to provide LCPA with a proposed DBE commitment plan or with the efforts they took in trying to meet or exceed the DBE goal of the contract also known as Good Faith Efforts(GFE). GFEs are not standardized; however, the regulation provides us with a global sample of GFEs in Appendix A of the DBE regulation in 49 CFR Part 26.53. It is a fact-specific judgement that LCPA must make.

Non-Responsive Determination: (Preferred Materials, Inc.)

During the review of the Preferred Materials, Inc. bid on the Airside Pavement project, the LCPA noted that Preferred Materials, Inc. failed to provide DBE commitments unlike the other bidder. As allowed under Part 26, LCPA requested that Preferred Materials, Inc. provide a list of the bidders and their documentation of Good Faith Efforts (GFE). Preferred Materials, Inc. provided adequate documentation of their DBE outreach, a component of GFE, and provided four (4) quotes from interested and qualified DBE companies. After further investigation LCPA determined that Preferred Materials, Inc. did not take the next step and *negotiate* in good faith with the interested DBE companies. As such LCPA finds their efforts to be merely Pro Forma which is not allowed under the federal DBE regulations. Preferred Materials, Inc. stated, "*It all came down to pricing; we were able to utilize internal resources at a cheaper rate*" as their reason for not including DBE subcontractors in this project, which is clearly prohibited under Part 26.

Preferred Materials, Inc. received a Non-DBE subcontractor quote on one (1) of four (4) trades that a DBE quoted a price. Preferred Materials, Inc. compared that quote to the higher DBE subcontractor quote and determined that the DBE subcontractors quote was excessive and unreasonable; however, Preferred Materials, Inc. also deemed the other DBE quotes as “excessive and unreasonable” but their decision was based on comparing the DBE pricing to their internal costs, which are not competitive to subcontractor street pricing. Appendix A of the regulation reminds us that the desires or ability of a prime contractor to perform the work of a contract with its own forces does not relieve the prime of the responsibility to negotiate in good faith. LCPA also considered the fact that subcontractors (DBEs and Non-DBEs) are typically awarded a contract outside of any formal low bid system. Therefore, Preferred Materials claimed to self-perform part of the project at a cheaper rate when only considering DBE quotes, which is not acceptable per the regulation. Based on the LCPA review of the DBE quotes, it does not appear that these DBE quotes received by Preferred Materials, Inc. were “excessive or unreasonable as they have indicated.

The LCPA’s evaluation of GFE considered, in part, the criteria listed in 49 CFR Part 26 Appendix A and attached GFE determination matrix. LCPA considered the following criterion:

1. Did the Bidder receive DBE bids?
2. Did the DBE meet the project goal by documenting DBE commitments for participation? If no, did the bidder have adequate GFE to offset the lack of DBE participation?
3. Did bidder document adequate GFE?
4. Did the bidder exercise good faith and negotiate with interested qualified DBE’s?
5. Is the bidder performing work that a qualified DBE provided quotes for?
6. Did the Bidder reject DBE as being unqualified without sound reasons (Prime contractor’s ability to perform the work at a lower cost is not a sound reason)?
7. Could the apparent successful bidder have met the goal?

Meetings were held to discuss this information with LCPA staff in various Departments including Purchasing, Engineering and Construction, Governmental Affairs and Grants, and the Port Attorney’s Office. After reviewing the bid submitted by Preferred Materials, Inc. and after considering the GFE criteria provided under 49 CFR Part 26 Appendix A, LCPA has determined that the Preferred Materials, Inc. bid to be non-responsive due to the failure to document the commitments for participation by DBE firms because of their inability or desire to negotiate in good faith.

Responsiveness Determination: (Ajax Industries of Florida, LLC.)

In reviewing the DBE information provided by the recommended low bidder, Ajax Industries of Florida, LLC.; the following items were considered:

- Bidder satisfied the basic requirement by proposing DBE commitments of 14.04% and identifying their DBE subcontractor(s);
- LCPA verified the certification status of the proposed DBE(s) subcontractor listed in Form 9 (Utilization Statement) of the bidder’s documents;
- Bidder provided a “fully” completed DBE Participation Commitment form with the bid documents, including:

1. Name and addresses of DBEs;
 2. Description of the work that each DBE will perform;
 3. The dollar amount of the participation by each DBE firm;
- Bidder provided written documentation about their commitment to utilize DBE subcontractors in order to meet or exceed the established goal;
 - Bidder was able to obtain a commensurate amount of DBE participation compared to other bidders.

The attempts taken by Ajax Paving Industries of Florida, LLC, to include DBEs in this project are clearly evident, measurable, adequate and consistent with the Good Faith Efforts determination guidelines pursuant to Title 49 Code of Federal Regulations in Part 26.53, Appendix A and the Port Authority's DBE Program.

JAR

Attachments
DBE GFE Checklist
49 CFR Part 26.53 & Appendix A

Cc: Greg Hagen, Senior Asst. Port Authority Attorney
Mark Fisher, AAE, Deputy Executive Director - Development
Emily Underhill, PE, AAE, Division Director - Development
Chad Rosenstein, Department Director – Government Affairs & Grants
Hector Yanez, PE, Department Director – Engineering and Construction
Juliet Iglesias, CM, Grants Manager
David Morris, PE, Project Manager

Lee County Port Authority's Evaluation of Good Faith Efforts

RFB 20-34 - RSW Rehabilitation of Taxiways A, F, and G2

49 CFR Part 26 Appendix-A, GFE Review Criteria		Preferred Materials	Ajax Paving	DOT Official Q&A DBE Regulations
<p>In order to be sufficient and responsive, the bidder must make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, <u>the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.</u> Second, <u>even if it doesn't meet the goal, the bidder can document adequate good faith efforts.</u> This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.</p>				Good faith efforts are efforts to obtain participation by certified DBEs on the contract.
GFE Criteria (49 CFR Part 26, Appendix A)				
1	Did Bidder receive DBE bids? If yes, see 2	Yes	Yes	
2	Did Bidder meet the project goal by documenting DBE Commitments for participation?	No	Yes	
3	Did bidder document GFE? (If line 1 is yes, and line 2 is no, and bidder failed to provide adequate GFE, then the efforts are <u>Pro Forma and not allowed</u>)	Yes	Yes	
4	Did the Bidder <u>negotiate</u> in Good Faith with interested DBE's (D1)	No	Yes	D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
5	Is bidder performing work that a qualified DBE provided quotes for? (D2 states that "the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts.")	Yes	No	
6	Did the Bidder reject DBE as being unqualified without sound reasons? E(1) states " Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received." Preferred indicated via e-mail that they can do work at lower cost.	Yes	No	
7	Did bidder not meeting DBE goal provide additional information requested by LCPA about their GFE?	Yes	N/A	



Lee County Port Authority's Evaluation of Good Faith Efforts

RFB 20-34 - RSW Rehabilitation of Taxiways A, F, and G2

Other notes from 49 CFR Part 26 Appendix A	Preferred Materials	Ajax Paving
Could the Apparent successful bidder met the goal?	Yes	N/A
V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal.		
VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.		

SUMMARY

After a thorough review of the Preferred Materials bid on the Lee County Port Authority's (Port Authority) Airside Pavement project at RSW, the Port Authority has deemed Preferred Materials non-responsive on the basis of not providing adequate Good Faith Efforts (GFE). While Preferred Materials provided adequate DBE outreach, a component of GFE, 49 CFR part 26 appendix A explains that adequate GFE's consist of more than just DBE outreach but includes negotiating in Good Faith with interested DBE's among other things such as assisting the DBE firm with obtaining bonding, insurance, equipment, supplies...etc. Preferred Materials received 4 quotes from DBE firms qualified to work on the project; however, Preferred Materials failed to go to the next step of GFE and negotiate with any of the DBE bidders, making their efforts merely Pro Forma. This Determination is based on guidance from 49 CFR Part 26.53 and the associated Appendix A, as well as Preferred Materials, Inc. statement to the Port Authority explaining the reasons why they chose not to include DBE participation in their bid.



**PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN
DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS**

§26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

(1) Documents that it has obtained enough DBE participation to meet the goal; or

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3)(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.

(f)(1)(i) You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(ii) You must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vii) You have determined that the listed DBE subcontractor is not a responsible contractor;

(vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(vii) The listed DBE is ineligible to receive DBE credit for the type of work required;

(viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

(4) Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), you may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(h) You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014]

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014



SECTION 8: WOMAN-OWNED, MINORITY-OWNED AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Lee County Port Authority is dedicated to promoting the full participation of Disadvantaged Business Enterprises (DBEs), Airport Concession Disadvantaged Business Enterprises (ACDBEs), and Woman and Minority-Owned Business Enterprises (W/MBEs) in the economic activities and capital improvement projects at the Southwest Florida International Airport and Page Field airports. Therefore, any individual or firm that enters into an agreement with the Port Authority shall make every possible effort to include DBEs, ACDBEs, and/or W/MBEs in their operational plan, as appropriate. This includes, but is not limited to, subcontracting, joint ventures, management agreements, and the acquisition of services, materials and supplies. The Port Authority will establish and maintain programs to support and comply with DBE, ACDBE, and W/MBE policies and regulations as follows:

8.1 Disadvantaged Business Enterprise Policy (DBE)

U.S. Department of Transportation (USDOT) Title 49 Code of Federal Regulations (49 CFR Part 26) requires that the Port Authority administer a Disadvantaged Business Enterprise (DBE) program for all capital projects and contracts whereby the Port Authority may receive federal financial assistance from the USDOT for projects which cost in excess of \$250,000.00. As a condition of receiving this grant assistance, the Port Authority submits its DBE achievements to the Federal Aviation Administration (FAA) in compliance with 49 CFR Part 26. Administrative procedures implementing the Port Authority DBE Policy shall be maintained and amended to ensure compliance with the federal DBE program for all federally funded capital projects and contracts.

8.2 Airport Concession Disadvantaged Business Enterprise Policy (ACDBE)

U.S. Department of Transportation (USDOT) Title 49 Code of Federal Regulations (49 CFR Part 23) encourages the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in Port Authority concession-related contracting opportunities. It is, therefore, the policy of the Port Authority that ACDBEs have the maximum opportunity to compete for and participate fairly in concession-related contracting opportunities for airport concessions. The Port Authority submits its ACDBE achievements to the Federal Aviation Administration (FAA) for approval in compliance with 49 CFR Part 23. Administrative procedures implementing the Port Authority ACDBE Policy shall be maintained and amended as necessary to ensure compliance with the federal ACDBE program for all airport concession contracts.

8.3 Woman and Minority-Owned Business Enterprise Policy (W/MBE)

Although there is no federal requirement for airports to implement additional disadvantaged business programs other than the DBE and ACDBE programs listed above, the Port Authority hereby voluntarily enacts a policy that Woman and Minority-Owned Business Enterprises (W/MBEs) will have full and fair opportunities to compete for and participate in the performance of contracts on non-federally funded Port Authority capital projects and contracts. The Port Authority will encourage all current and prospective contractors, consultants, and lessees, to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by W/MBEs and to encourage the development of existing and new W/MBEs. Administrative procedures implementing the Port Authority W/MBE Policy shall be maintained and amended as necessary for all airport capital improvement contracts.

**PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN
DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS**

Subpart A—General

§26.1 What are the objectives of this part?

This part seeks to achieve several objectives:

(a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;

(b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

(c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;

(d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

(e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;

(f) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.

(g) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

(h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59592, Oct. 2, 2014]

§26.3 To whom does this part apply?

(a) If you are a recipient of any of the following types of funds, this part applies to you:

(1) Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405.

(2) Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144; and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405.

(3) Airport funds authorized by 49 U.S.C. 47101, *et seq.*

(b) [Reserved]

(c) If you are letting a contract, and that contract is to be performed entirely outside the United States, its territories and possessions, Puerto Rico, Guam, or the Northern Marianas Islands, this part does not apply to the contract.

(d) If you are letting a contract in which DOT financial assistance does not participate, this part does not apply to the contract.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59592, Oct. 2, 2014]

§26.5 What do the terms used in this part mean?

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

(i) One concern controls or has the power to control the other; or

(ii) A third party or parties controls or has the power to control both; or

(iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

Assets mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Business, business concern or business enterprise means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contingent Liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Days mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or *DOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or *DBE* means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Home state means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the

work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Liabilities mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or *OA* means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Primary industry classification means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau Web site: <http://www.census.gov/eos/www/naics/>.

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, *race-neutral* includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or *SBA* means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a members of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse means a married person, including a person in a domestic partnership or a civil union recognized under State law.

Transit vehicle manufacturer means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: Buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 68 FR 35553, June 16, 2003; 76 FR 5096, Jan. 28, 2011; 79 FR 59592, Oct. 2, 2014]

§26.7 What discriminatory actions are forbidden?

(a) You must never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this part on the basis of race, color, sex, or national origin.

(b) In administering your DBE program, you must not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

§26.9 How does the Department issue guidance and interpretations under this part?

(a) Only guidance and interpretations (including interpretations set forth in certification appeal decisions) consistent with this part 26 and issued after March 4, 1999 express the official positions and views of the Department of Transportation or any of its operating administrations.

(b) The Secretary of Transportation, Office of the Secretary of Transportation, FHWA, FTA, and FAA may issue written interpretations of or written guidance concerning this part. Written interpretations and guidance are valid, and express the official positions and views of the Department of Transportation or any of its operating administrations, only if they are issued over the signature of the Secretary of Transportation or if they contain the following statement:

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 26.

[72 FR 15617, Apr. 2, 2007]

§26.11 What records do recipients keep and report?

(a) You must transmit the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to this part, at the intervals stated on the form.

(b) You must continue to provide data about your DBE program to the Department as directed by DOT operating administrations.

(c) You must create and maintain a bidders list.

(1) The purpose of this list is to provide you as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts for use in helping you set your overall goals.

(2) You must obtain the following information about DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts:

(i) Firm name;

(ii) Firm address;

(iii) Firm's status as a DBE or non-DBE;

(iv) Age of the firm; and

(v) The annual gross receipts of the firm. You may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (*e.g.*, less than \$500,000; \$500,000-\$1 million; \$1-2 million; \$2-5 million; etc.) rather than requesting an exact figure from the firm.

(3) You may acquire the information for your bidders list in a variety of ways. For example, you can collect the data from all bidders, before or after the bid due date. You can conduct a survey that will result in statistically sound estimate of the universe of DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts. You may combine different data collection approaches (*e.g.*, collect name and address information from all bidders, while conducting a survey with respect to age and gross receipts information).

(d) You must maintain records documenting a firm's compliance with the requirements of this part. At a minimum, you must keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records must be retained in accordance with applicable record retention requirements for the recipient's financial assistance agreement. Other certification or compliance related records must be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the recipient's financial assistance agreement, whichever is longer.

(e) The State department of transportation in each UCP established pursuant to §26.81 of this part must report to the Department of Transportation's Office of Civil Rights, by January 1, 2015, and each year thereafter, the percentage and location in the State of certified DBE firms in the UCP Directory controlled by the following:

(1) Women;

(2) Socially and economically disadvantaged individuals (other than women); and

(3) Individuals who are women and are otherwise socially and economically disadvantaged individuals.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 76 FR 5096, Jan. 28, 2011; 79 FR 59593, Oct. 2, 2014]

§26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient 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 DBE program or the requirements 49 CFR part 26. The

recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

[79 FR 59593, Oct. 2, 2014]

§26.15 How can recipients apply for exemptions or waivers?

(a) You can apply for an exemption from any provision of this part. To apply, you must request the exemption in writing from the Office of the Secretary of Transportation, FHWA, FTA, or FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make your compliance with a specific provision of this part impractical. You must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

(b) You can apply for a waiver of any provision of Subpart B or C of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers are for the purpose of authorizing you to operate a DBE program that achieves the objectives of this part by means that may differ from one or more of the requirements of Subpart B or C of this part. To receive a program waiver, you must follow these procedures:

(1) You must apply through the concerned operating administration. The application must include a specific program proposal and address how you will meet the criteria of paragraph (b)(2) of this section. Before submitting your application, you must have had public participation in developing your proposal, including consultation with the DBE community and at least one public hearing. Your application must include a summary of the public participation process and the information gathered through it.

(2) Your application must show that—

(i) There is a reasonable basis to conclude that you could achieve a level of DBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or C of this part;

(ii) Conditions in your jurisdiction are appropriate for implementing the proposal;

(iii) Your proposal would prevent discrimination against any individual or group in access to contracting opportunities or other benefits of the program; and

(iv) Your proposal is consistent with applicable law and program requirements of the concerned operating administration's financial assistance program.

(3) The Secretary has the authority to approve your application. If the Secretary grants your application, you may administer your DBE program as provided in your proposal, subject to the following conditions:

(i) DBE eligibility is determined as provided in subparts D and E of this part, and DBE participation is counted as provided in §26.49;

(ii) Your level of DBE participation continues to be consistent with the objectives of this part;

(iii) There is a reasonable limitation on the duration of your modified program; and

(iv) Any other conditions the Secretary makes on the grant of the waiver.

(4) The Secretary may end a program waiver at any time and require you to comply with this part's provisions. The Secretary may also extend the waiver, if he or she determines that all requirements of paragraphs (b)(2) and (3) of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program.

Subpart B—Administrative Requirements for DBE Programs for Federally-Assisted Contracting

§26.21 Who must have a DBE program?

(a) If you are in one of these categories and let DOT-assisted contracts, you must have a DBE program meeting the requirements of this part:

(1) All FHWA primary recipients receiving funds authorized by a statute to which this part applies;

(2) FTA recipients receiving planning, capital and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which exceeds \$250,000 in FTA funds in a Federal fiscal year;

(3) FAA recipients receiving grants for airport planning or development who will award prime contracts the cumulative total value of which exceeds \$250,000 in FAA funds in a Federal fiscal year.

(b)(1) You must submit a DBE program conforming to this part by August 31, 1999 to the concerned operating administration (OA). Once the OA has approved your program, the approval counts for all of your DOT-assisted programs (except that goals are reviewed by the particular operating administration that provides funding for your DOT-assisted contracts).

(2) You do not have to submit regular updates of your DBE programs, as long as you remain in compliance. However, you must submit significant changes in the program for approval.

(c) You are not eligible to receive DOT financial assistance unless DOT has approved your DBE program and you are in compliance with it and this part. You must continue to carry out your program until all funds from DOT financial assistance have been expended.

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 65 FR 68951, Nov. 15, 2000; 79 FR 59593, Oct. 2, 2014]

§26.23 What is the requirement for a policy statement?

You must issue a signed and dated policy statement that expresses your commitment to your DBE program, states its objectives, and outlines responsibilities for its implementation. You must circulate the statement throughout your organization and to the DBE and non-DBE business communities that perform work on your DOT-assisted contracts.

§26.25 What is the requirement for a liaison officer?

You must have a DBE liaison officer, who shall have direct, independent access to your Chief Executive Officer concerning DBE program matters. The liaison officer shall be responsible for implementing all aspects of your DBE program. You must also have adequate staff to administer the program in compliance with this part.

§26.27 What efforts must recipients make concerning DBE financial institutions?

You must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in your community and make reasonable efforts to use these institutions. You must also encourage prime contractors to use such institutions.

§26.29 What prompt payment mechanisms must recipients have?

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

[68 FR 35553, June 16, 2003]

§26.31 What information must you include in your DBE directory?

(a) In the directory required under §26.81(g) of this Part, you must list all firms eligible to participate as DBEs in your program. In the listing for each firm, you must include its address, phone number, and the types of work the firm has been certified to perform as a DBE.

(b) You must list each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work. You must make any changes to your current directory entries necessary to meet the requirement of this paragraph (a) by August 26, 2011.

[76 FR 5096, Jan. 28, 2011]

§26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?

(a) If you determine that DBE firms are so overconcentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in this type of work, you must devise appropriate measures to address this overconcentration.

(b) These measures may include the use of incentives, technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which you have determined that non-DBEs are unduly burdened. You may also consider varying your use of contract goals, to the extent consistent with §26.51, to ensure that non-DBEs are not unfairly prevented from competing for subcontracts.

(c) You must obtain the approval of the concerned DOT operating administration for your determination of overconcentration and the measures you devise to address it. Once approved, the measures become part of your DBE program.

§26.35 What role do business development and mentor-protégé programs have in the DBE program?

(a) You may or, if an operating administration directs you to, you must establish a DBE business development program (BDP) to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE program. You may require a DBE firm, as a condition of receiving assistance through the BDP, to agree to terminate its participation in the DBE program after a certain time has passed or certain objectives have been reached. See Appendix C of this part for guidance on administering BDP programs.

(b) As part of a BDP or separately, you may establish a “mentor-protégé” program, in which another DBE or non-DBE firm is the principal source of business development assistance to a DBE firm.

(1) Only firms you have certified as DBEs before they are proposed for participation in a mentor-protégé program are eligible to participate in the mentor-protégé program.

(2) During the course of the mentor-protégé relationship, you must:

(i) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than one half of its goal on any contract let by the recipient; and

(ii) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.

(3) For purposes of making determinations of business size under this part, you must not treat protégé firms as affiliates of mentor firms, when both firms are participating under an approved mentor-protégé program. See Appendix D of this part for guidance concerning the operation of mentor-protégé programs.

(c) Your BDPs and mentor-protégé programs must be approved by the concerned operating administration before you implement them. Once approved, they become part of your DBE program.

§26.37 What are a recipient's responsibilities for monitoring the performance of other program participants?

(a) You must implement appropriate mechanisms to ensure compliance with the part's requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law). You must set forth these mechanisms in your DBE program.

(b) Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).

(c) This mechanism must provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In

your reports of DBE participation to the Department, you must display both commitments and attainments.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003; 76 FR 5097, Jan. 28, 2011]

§26.39 Fostering small business participation.

(a) Your DBE program must include an element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

(b) This element must be submitted to the appropriate DOT operating administration for approval as a part of your DBE program by February 28, 2012. As part of this program element you may include, but are not limited to, the following strategies:

(1) Establishing a race-neutral small business set-aside for prime contracts under a stated amount (e.g., \$1 million).

(2) In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

(3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(4) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

(5) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

(c) You must actively implement your program elements to foster small business participation. Doing so is a requirement of good faith implementation of your DBE program.

[76 FR 5097, Jan. 28, 2011]

Subpart C—Goals, Good Faith Efforts, and Counting

§26.41 What is the role of the statutory 10 percent goal in this program?

(a) The statutes authorizing this program provide that, except to the extent the Secretary determines otherwise, not less than 10 percent of the authorized funds are to be expended with DBEs.

(b) This 10 percent goal is an aspirational goal at the national level, which the Department uses as a tool in evaluating and monitoring DBEs' opportunities to participate in DOT-assisted contracts.

(c) The national 10 percent goal does not authorize or require recipients to set overall or contract goals at the 10 percent level, or any other particular level, or to take any special administrative steps if their goals are above or below 10 percent.

§26.43 Can recipients use set-asides or quotas as part of this program?

(a) You are not permitted to use quotas for DBEs on DOT-assisted contracts subject to this part.

(b) You may not set-aside contracts for DBEs on DOT-assisted contracts subject to this part, except that, in limited and extreme circumstances, you may use set-asides when no other method could be reasonably expected to redress egregious instances of discrimination.

§26.45 How do recipients set overall goals?

(a)(1) Except as provided in paragraph (a)(2) of this section, you must set an overall goal for DBE participation in your DOT-assisted contracts.

(2) If you are a FTA or FAA recipient who reasonably anticipates awarding (excluding transit vehicle purchases) \$250,000 or less in FTA or FAA funds in prime contracts in a Federal fiscal year, you are not required to develop overall goals for FTA or FAA respectively for that fiscal year. However, if you have an existing DBE program, it must remain in effect and you must seek to fulfill the objectives outlined in §26.1.

(b) Your overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on your DOT-assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of discrimination. You cannot simply rely on either the 10 percent national goal, your previous overall goal or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

(c) *Step 1.* You must begin your goal setting process by determining a base figure for the relative availability of DBEs. The following are examples of approaches that you may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining all evidence available in your jurisdiction. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the concerned operating administration.

(1) *Use DBE Directories and Census Bureau Data.* Determine the number of ready, willing and able DBEs in your market from your DBE directory. Using the Census Bureau's County Business Pattern (CBP) data base, determine the number of all ready, willing and able businesses available in your market that perform work in the same NAICS codes. (Information about the CBP data base may be obtained from the Census Bureau at their web site, www.census.gov/epcd/cbp/view/cbpview.html.) Divide the number of DBEs by the number of all businesses to derive a base figure for the relative availability of DBEs in your market.

(2) *Use a bidders list.* Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, you must establish a mechanism (documented in your goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on your DOT-assisted contracts.

(3) *Use data from a disparity study.* Use a percentage figure derived from data in a valid, applicable disparity study.

(4) *Use the goal of another DOT recipient.* If another DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.

(5) *Alternative methods.* Except as otherwise provided in this paragraph, you may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in your market. The exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section, is not an acceptable alternative means of determining the availability of DBEs.

(d) *Step 2.* Once you have calculated a base figure, you must examine all of the evidence available in your jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at your overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

(1) There are many types of evidence that must be considered when adjusting the base figure. These include:

(i) The current capacity of DBEs to perform work in your DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years;

(ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure; and

(iii) If your base figure is the goal of another recipient, you must adjust it for differences in your local market and your contracting program.

(2) If available, you must consider evidence from related fields that affect the opportunities for DBEs to form, grow and compete. These include, but are not limited to:

(i) Statistical disparities in the ability of DBEs to get the financing, bonding and insurance required to participate in your program;

(ii) Data on employment, self-employment, education, training and union apprenticeship programs, to the extent you can relate it to the opportunities for DBEs to perform in your program.

(3) If you attempt to make an adjustment to your base figure to account for the continuing effects of past discrimination (often called the “but for” factor) or the effects of an ongoing DBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

(e) Once you have determined a percentage figure in accordance with paragraphs (c) and (d) of this section, you should express your overall goal as follows:

(1) If you are an FHWA recipient, as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

(2) If you are an FTA or FAA recipient, as a percentage of all FT or FAA funds (exclusive of FTA funds to be used for the purchase of transit vehicles) that you will expend in FTA or FAA-assisted contracts in the three forthcoming fiscal years.

(3) In appropriate cases, the FHWA, FTA or FAA Administrator may permit or require you to express your overall goal as a percentage of funds for a particular grant or project or group of grants

and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration.

(i) A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals.

(ii) A project goal covers the entire length of the project to which it applies.

(iii) The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal.

(iv) The funds for the project to which the project goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

(f)(1)(i) If you set your overall goal on a fiscal year basis, you must submit it to the applicable DOT operating administration by August 1 at three-year intervals, based on a schedule established by the FHWA, FTA, or FAA, as applicable, and posted on that agency's Web site.

(ii) You may adjust your three-year overall goal during the three-year period to which it applies, in order to reflect changed circumstances. You must submit such an adjustment to the concerned operating administration for review and approval.

(iii) The operating administration may direct you to undertake a review of your goal if necessary to ensure that the goal continues to fit your circumstances appropriately.

(iv) While you are required to submit an overall goal to FHWA, FTA, or FAA only every three years, the overall goal and the provisions of Sec. 26.47(c) apply to each year during that three-year period.

(v) You may make, for informational purposes, projections of your expected DBE achievements during each of the three years covered by your overall goal. However, it is the overall goal itself, and not these informational projections, to which the provisions of section 26.47(c) of this part apply.

(2) If you are a recipient and set your overall goal on a project or grant basis as provided in paragraph (e)(3) of this section, you must submit the goal for review at a time determined by the FHWA, FTA or FAA Administrator, as applicable.

(3) You must include with your overall goal submission a description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, and the adjustments you made to the base figure and the evidence you relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and, where applicable, an explanation of why you did not use that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through race-neutral and race-conscious measures, respectively (*see* 26.51(c)).

(4) You are not required to obtain prior operating administration concurrence with your overall goal. However, if the operating administration's review suggests that your overall goal has not been correctly calculated or that your method for calculating goals is inadequate, the operating administration may, after consulting with you, adjust your overall goal or require that you do so. The adjusted overall goal is binding on you. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the operating administration will be guided by goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

(5) If you need additional time to collect data or take other steps to develop an approach to setting overall goals, you may request the approval of the concerned operating administration for an interim goal and/or goal-setting mechanism. Such a mechanism must:

(i) Reflect the relative availability of DBEs in your local market to the maximum extent feasible given the data available to you; and

(ii) Avoid imposing undue burdens on non-DBEs.

(6) Timely submission and operating administration approval of your overall goal is a condition of eligibility for DOT financial assistance.

(7) If you fail to establish and implement goals as provided in this section, you are not in compliance with this part. If you establish and implement goals in a way different from that provided in this part, you are not in compliance with this part. If you fail to comply with this requirement, you are not eligible to receive DOT financial assistance.

(g)(1) In establishing an overall goal, you must provide for consultation and publication. This includes:

(i) Consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and your efforts to establish a level playing field for the participation of DBEs. The consultation must include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it must occur before you are required to submit your methodology to the operating administration for review pursuant to paragraph (f) of this section. You must document in your goal submission the consultation process you engaged in. Notwithstanding paragraph (f)(4) of this section, you may not implement your proposed goal until you have complied with this requirement.

(ii) A published notice announcing your proposed overall goal before submission to the operating administration on August 1st. The notice must be posted on your official Internet Web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal must be posted on your official Internet Web site.

(2) At your discretion, you may inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at your principal office and for a 30-day comment period. Notice of the comment period must include addresses to which comments may be sent. The public comment period will not extend the August 1st deadline set in paragraph (f) of this section.

(h) Your overall goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 65 FR 68951, Nov. 15, 2000; 68 FR 35553, June 16, 2003; 75 FR 5536, Feb. 3, 2010; 76 FR 5097, Jan. 28, 2011; 79 FR 59593, Oct. 2, 2014]

§26.47 Can recipients be penalized for failing to meet overall goals?

(a) You cannot be penalized, or treated by the Department as being in noncompliance with this rule, because your DBE participation falls short of your overall goal, unless you have failed to administer your program in good faith.

(b) If you do not have an approved DBE program or overall goal, or if you fail to implement your program in good faith, you are in noncompliance with this part.

(c) If the awards and commitments shown on your Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, you must do the following in order to be regarded by the Department as implementing your DBE program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and your awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems you have identified in your analysis and to enable you to meet fully your goal for the new fiscal year;

(3)(i) If you are a state highway agency; one of the 50 largest transit authorities as determined by the FTA; or an Operational Evolution Partnership Plan airport or other airport designated by the FAA, you must submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c)(1) and (2) of this section to the appropriate operating administration for approval. If the operating administration approves the report, you will be regarded as complying with the requirements of this section for the remainder of the fiscal year.

(ii) As a transit authority or airport not meeting the criteria of paragraph (c)(3)(i) of this section, you must retain analysis and corrective actions in your records for three years and make it available to FTA or FAA on request for their review.

(4) FHWA, FTA, or FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

(5) You may be regarded as being in noncompliance with this Part, and therefore subject to the remedies in §26.103 or §26.105 of this part and other applicable regulations, for failing to implement your DBE program in good faith if any of the following things occur:

(i) You do not submit your analysis and corrective actions to FHWA, FTA, or FAA in a timely manner as required under paragraph (c)(3) of this section;

(ii) FHWA, FTA, or FAA disapproves your analysis or corrective actions; or

(iii) You do not fully implement the corrective actions to which you have committed or conditions that FHWA, FTA, or FAA has imposed following review of your analysis and corrective actions.

(d) If, as recipient, your Uniform Report of DBE Awards or Commitments and Payments or other information coming to the attention of FTA, FHWA, or FAA, demonstrates that current trends make it unlikely that you will achieve DBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FHWA, FTA, or FAA, as applicable, may require you to make further good faith efforts, such as by modifying your race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011]

§26.49 How are overall goals established for transit vehicle manufacturers?

(a) If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated.

(1) Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

(2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout 49 CFR part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

(3) FTA recipient's failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

(4) FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.

(b) If you are a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall percentage goal.

(1) In setting your overall goal, you should be guided, to the extent applicable, by the principles underlying §26.45. The base from which you calculate this goal is the amount of FTA financial assistance included in transit vehicle contracts you will bid on during the fiscal year in question, less the portion(s) attributable to the manufacturing process performed entirely by the transit vehicle manufacturer's own forces.

(i) You must consider and include in your base figure all domestic contracting opportunities made available to non-DBE firms; and

(ii) You must exclude from this base figure funds attributable to work performed outside the United States and its territories, possessions, and commonwealths.

(iii) In establishing an overall goal, the transit vehicle manufacturer must provide for public participation. This includes consultation with interested parties consistent with §26.45(g).

(2) The requirements of this part with respect to submission and approval of overall goals apply to you as they do to recipients.

(c) Transit vehicle manufacturers awarded must comply with the reporting requirements of §26.11 of this part including the requirement to submit the Uniform Report of Awards or Commitments and Payments, in order to remain eligible to bid on FTA assisted transit vehicle procurements.

(d) Transit vehicle manufacturers must implement all other applicable requirements of this part, except those relating to UCPs and DBE certification procedures.

(e) If you are an FHWA or FAA recipient, you may, with FHWA or FAA approval, use the procedures of this section with respect to procurements of vehicles or specialized equipment. If you choose to do so, then the manufacturers of this equipment must meet the same requirements

(including goal approval by FHWA or FAA) as transit vehicle manufacturers must meet in FTA-assisted procurements.

(f) As a recipient you may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

[79 FR 59594, Oct. 2, 2014]

§26.51 What means do recipients use to meet overall goals?

(a) You must meet the maximum feasible portion of your overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

(b) Race-neutral means include, but are not limited to, the following:

(1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.

(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

(3) Providing technical assistance and other services;

(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

(c) Each time you submit your overall goal for review by the concerned operating administration, you must also submit your projection of the portion of the goal that you expect to

meet through race-neutral means and your basis for that projection. This projection is subject to approval by the concerned operating administration, in conjunction with its review of your overall goal.

(d) You must establish contract goals to meet any portion of your overall goal you do not project being able to meet using race-neutral means.

(e) The following provisions apply to the use of contract goals:

(1) You may use contract goals only on those DOT-assisted contracts that have subcontracting possibilities.

(2) You are not required to set a contract goal on every DOT-assisted contract. You are not required to set each contract goal at the same percentage level as the overall goal. The goal for a specific contract may be higher or lower than that percentage level of the overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by your overall goal, you must set contract goals so that they will cumulatively result in meeting any portion of your overall goal you do not project being able to meet through the use of race-neutral means.

(3) Operating administration approval of each contract goal is not necessarily required. However, operating administrations may review and approve or disapprove any contract goal you establish.

(4) Your contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

(f) To ensure that your DBE program continues to be narrowly tailored to overcome the effects of discrimination, you must adjust your use of contract goals as follows:

(1) If your approved projection under paragraph (c) of this section estimates that you can meet your entire overall goal for a given year through race-neutral means, you must implement your program without setting contract goals during that year, unless it becomes necessary in order meet your overall goal.

Example to paragraph (f)(1): Your overall goal for Year 1 is 12 percent. You estimate that you can obtain 12 percent or more DBE participation through the use of race-neutral measures, without any use of contract goals. In this case, you do not set any contract goals for the contracts that will be performed in Year 1. However, if part way through Year 1, your DBE awards or commitments are not at a level that would permit you to achieve your overall goal for Year 1, you could begin setting race-conscious DBE contract goals during the remainder of the year as part of your obligation to implement your program in good faith.

(2) If, during the course of any year in which you are using contract goals, you determine that you will exceed your overall goal, you must reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If you determine that you will fall short of your overall goal, then you must make appropriate modifications in your use of race-neutral and/or race-conscious measures to allow you to meet the overall goal.

Example to paragraph (f)(2): In Year II, your overall goal is 12 percent. You have estimated that you can obtain 5 percent DBE participation through use of race-neutral measures. You therefore plan to obtain the remaining 7 percent participation through use of DBE goals. By September, you have already obtained 11 percent DBE participation for the year. For contracts let during the remainder of the year, you use contract goals only to the extent necessary to obtain an additional one percent DBE participation. However, if you determine in September that your participation for the year is likely to be only 8 percent total, then you would increase your use of race-neutral and/or race-conscious means during the remainder of the year in order to achieve your overall goal.

(3) If the DBE participation you have obtained by race-neutral means alone meets or exceeds your overall goals for two consecutive years, you are not required to make a projection of the amount of your goal you can meet using such means in the next year. You do not set contract goals on any contracts in the next year. You continue using only race-neutral means to meet your overall goals unless and until you do not meet your overall goal for a year.

Example to paragraph (f)(3): Your overall goal for Years I and Year II is 10 percent. The DBE participation you obtain through race-neutral measures alone is 10 percent or more in each year. (For this purpose, it does not matter whether you obtained additional DBE participation through using contract goals in these years.) In Year III and following years, you do not need to make a projection under paragraph (c) of this section of the portion of your overall goal you expect to meet using race-neutral means. You simply use race-neutral means to achieve your overall goals. However, if in Year VI your DBE participation falls short of your overall goal, then you must make a paragraph (c) projection for Year VII and, if necessary, resume use of contract goals in that year.

(4) If you obtain DBE participation that exceeds your overall goal in two consecutive years through the use of contract goals (*i.e.*, not through the use of race-neutral means alone), you must reduce your use of contract goals proportionately in the following year.

Example to paragraph (f)(4): In Years I and II, your overall goal is 12 percent, and you obtain 14 and 16 percent DBE participation, respectively. You have exceeded your goals over the two-year period by an average of 25 percent. In Year III, your overall goal is again 12 percent, and your paragraph (c) projection estimates that you will obtain 4 percent DBE participation through race-neutral means and 8 percent through contract goals. You then reduce the contract goal projection by 25 percent (*i.e.*, from 8 to 6 percent) and set contract goals accordingly during the year. If in Year III you obtain 11 percent participation, you do not use this contract goal adjustment mechanism for Year IV, because there have not been two *consecutive* years of exceeding overall goals.

(g) In any year in which you project meeting part of your goal through race-neutral means and the remainder through contract goals, you must maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. You must report this data to the concerned operating administration as provided in §26.11.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014]

§26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

(1) Documents that it has obtained enough DBE participation to meet the goal; or

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3)(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) In a “design-build” or “turnkey” contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor’s activities to ensure that they are conducted consistent with the requirements of this part.

(f)(1)(i) You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(ii) You must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE subcontractor fails or refuses to meet the prime contractor’s reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vii) You have determined that the listed DBE subcontractor is not a responsible contractor;

(vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(vii) The listed DBE is ineligible to receive DBE credit for the type of work required;

(viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a

DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

(4) Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), you may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(h) You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014]

§26.55 How is DBE participation counted toward goals?

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies

purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

Example to paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

(6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example to paragraph (d)(6): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

(7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of

the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(4) You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003; 79 FR 59595, Oct. 2, 2014]

Subpart D—Certification Standards

§26.61 How are burdens of proof allocated in the certification process?

(a) In determining whether to certify a firm as eligible to participate as a DBE, you must apply the standards of this subpart.

(b) The firm seeking certification has the burden of demonstrating to you, by a preponderance of the evidence, that it meets the requirements of this subpart concerning group membership or individual disadvantage, business size, ownership, and control.

(c) You must rebuttably presume that members of the designated groups identified in §26.67(a) are socially and economically disadvantaged. This means they do not have the burden of proving to

you that they are socially and economically disadvantaged. In order to obtain the benefit of the rebuttable presumption, individuals must submit a signed, notarized statement that they are a member of one of the groups in §26.67(a). Applicants do have the obligation to provide you information concerning their economic disadvantage (see §26.67).

(d) Individuals who are not presumed to be socially and economically disadvantaged, and individuals concerning whom the presumption of disadvantage has been rebutted, have the burden of proving to you, by a preponderance of the evidence, that they are socially and economically disadvantaged. (See Appendix E of this part.)

(e) You must make determinations concerning whether individuals and firms have met their burden of demonstrating group membership, ownership, control, and social and economic disadvantage (where disadvantage must be demonstrated on an individual basis) by considering all the facts in the record, viewed as a whole.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35554, June 16, 2003]

§26.63 What rules govern group membership determinations?

(a)(1) If, after reviewing the signed notarized statement of membership in a presumptively disadvantaged group (see §26.61(c)), you have a well founded reason to question the individual's claim of membership in that group, you must require the individual to present additional evidence that he or she is a member of the group.

(2) You must provide the individual a written explanation of your reasons for questioning his or her group membership and a written request for additional evidence as outlined in paragraph (b) of this section.

(3) In implementing this section, you must take special care to ensure that you do not impose a disproportionate burden on members of any particular designated group. Imposing a disproportionate burden on members of a particular group could violate §26.7(b) and/or Title VI of the Civil Rights Act of 1964 and 49 CFR part 21.

(b) In making such a determination, you must consider whether the person has held himself out to be a member of the group over a long period of time prior to application for certification and whether the person is regarded as a member of the group by the relevant community. You may require the applicant to produce appropriate documentation of group membership.

(1) If you determine that an individual claiming to be a member of a group presumed to be disadvantaged is not a member of a designated disadvantaged group, the individual must demonstrate social and economic disadvantage on an individual basis.

(2) Your decisions concerning membership in a designated group are subject to the certification appeals procedure of §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35554, June 16, 2003]

§26.65 What rules govern business size determinations?

(a) To be an eligible DBE, a firm (including its affiliates) must be an existing small business, as defined by Small Business Administration (SBA) standards. As a recipient, you must apply current SBA business size standard(s) found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts, including the primary industry classification of the applicant.

(b) Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$23.98 million.

(c) The Department adjusts the number in paragraph (b) of this section annually using the Department of Commerce price deflators for purchases by State and local governments as the basis for this adjustment.

[74 FR 15224, Apr. 3, 2009, as amended at 79 FR 59596, Oct. 2, 2014]

§26.67 What rules determine social and economic disadvantage?

(a) *Presumption of disadvantage.* (1) You must rebuttably presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. You must require applicants to submit a signed, notarized certification that each presumptively disadvantaged owner is, in fact, socially and economically disadvantaged.

(2)(i) You must require each individual owner of a firm applying to participate as a DBE, whose ownership and control are relied upon for DBE certification, to certify that he or she has a personal net worth that does not exceed \$1.32 million.

(ii) You must require each individual who makes this certification to support it with a signed, notarized statement of personal net worth, with appropriate supporting documentation. To meet this requirement, you must use the DOT personal net worth form provided in appendix G to this part without change or revision. Where necessary to accurately determine an individual's personal net worth, you may, on a case-by-case basis, require additional financial information from the owner of an applicant firm (e.g., information concerning the assets of the owner's spouse, where needed to clarify whether assets have been transferred to the spouse or when the owner's spouse is involved in the operation of the company). Requests for additional information shall not be unduly burdensome or intrusive.

(iii) In determining an individual's net worth, you must observe the following requirements:

(A) Exclude an individual's ownership interest in the applicant firm;

(B) Exclude the individual's equity in his or her primary residence (except any portion of such equity that is attributable to excessive withdrawals from the applicant firm). The equity is the market value of the residence less any mortgages and home equity loan balances. Recipients must ensure that home equity loan balances are included in the equity calculation and not as a separate liability on the individual's personal net worth form. Exclusions for net worth purposes are not exclusions for asset valuation or access to capital and credit purposes.

(C) Do not use a contingent liability to reduce an individual's net worth.

(D) With respect to assets held in vested pension plans, Individual Retirement Accounts, 401(k) accounts, or other retirement savings or investment programs in which the assets cannot be distributed to the individual at the present time without significant adverse tax or interest consequences, include only the present value of such assets, less the tax and interest penalties that would accrue if the asset were distributed at the present time.

(iv) Notwithstanding any provision of Federal or State law, you must not release an individual's personal net worth statement nor any documents pertaining to it to any third party without the written

consent of the submitter. Provided, that you must transmit this information to DOT in any certification appeal proceeding under §26.89 of this part or to any other State to which the individual's firm has applied for certification under §26.85 of this part.

(b) *Rebuttal of presumption of disadvantage.* (1) An individual's presumption of economic disadvantage may be rebutted in two ways.

(i) If the statement of personal net worth and supporting documentation that an individual submits under paragraph (a)(2) of this section shows that the individual's personal net worth exceeds \$1.32 million, the individual's presumption of economic disadvantage is rebutted. You are not required to have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

Example to paragraph (b)(1)(i): An individual with very high assets and significant liabilities may, in accounting terms, have a PNW of less than \$1.32 million. However, the person's assets collectively (e.g., high income level, a very expensive house, a yacht, extensive real or personal property holdings) may lead a reasonable person to conclude that he or she is not economically disadvantaged. The recipient may rebut the individual's presumption of economic disadvantage under these circumstances, as provided in this section, even though the individual's PNW is less than \$1.32 million.

(ii)(A) If the statement of personal net worth and supporting documentation that an individual submits under paragraph (a)(2) of this section demonstrates that the individual is able to accumulate substantial wealth, the individual's presumption of economic disadvantage is rebutted. In making this determination, as a certifying agency, you may consider factors that include, but are not limited to, the following:

(1) Whether the average adjusted gross income of the owner over the most recent three year period exceeds \$350,000;

(2) Whether the income was unusual and not likely to occur in the future;

(3) Whether the earnings were offset by losses;

(4) Whether the income was reinvested in the firm or used to pay taxes arising in the normal course of operations by the firm;

(5) Other evidence that income is not indicative of lack of economic disadvantage; and

(6) Whether the total fair market value of the owner's assets exceed \$6 million.

(B) You must have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

(2) If you have a reasonable basis to believe that an individual who is a member of one of the designated groups is not, in fact, socially and/or economically disadvantaged you may, at any time, start a proceeding to determine whether the presumption should be regarded as rebutted with respect to that individual. Your proceeding must follow the procedures of §26.87.

(3) In such a proceeding, you have the burden of demonstrating, by a preponderance of the evidence, that the individual is not socially and economically disadvantaged. You may require the individual to produce information relevant to the determination of his or her disadvantage.

(4) When an individual's presumption of social and/or economic disadvantage has been rebutted, his or her ownership and control of the firm in question cannot be used for purposes of DBE eligibility under this subpart unless and until he or she makes an individual showing of social and/or economic disadvantage. If the basis for rebutting the presumption is a determination that the

individual's personal net worth exceeds \$1.32 million, the individual is no longer eligible for participation in the program and cannot regain eligibility by making an individual showing of disadvantage, so long as his or her PNW remains above that amount.

(c) *Transfers within two years.* (1) Except as set forth in paragraph (c)(2) of this section, recipients must attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, to a trust a beneficiary of which is an immediate family member, or to the applicant firm for less than fair market value, within two years prior to a concern's application for participation in the DBE program or within two years of recipient's review of the firm's annual affidavit, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual's education, medical expenses, or some other form of essential support.

(2) Recipients must not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.

(d) *Individual determinations of social and economic disadvantage.* Firms owned and controlled by individuals who are not presumed to be socially and economically disadvantaged (including individuals whose presumed disadvantage has been rebutted) may apply for DBE certification. You must make a case-by-case determination of whether each individual whose ownership and control are relied upon for DBE certification is socially and economically disadvantaged. In such a proceeding, the applicant firm has the burden of demonstrating to you, by a preponderance of the evidence, that the individuals who own and control it are socially and economically disadvantaged. An individual whose personal net worth exceeds \$1.32 million shall not be deemed to be economically disadvantaged. In making these determinations, use the guidance found in Appendix E of this part. You must require that applicants provide sufficient information to permit determinations under the guidance of appendix E of this part.

[79 FR 59596, Oct. 2, 2014]

§26.69 What rules govern determinations of ownership?

(a) In determining whether the socially and economically disadvantaged participants in a firm own the firm, you must consider all the facts in the record viewed as a whole, including the origin of all assets and how and when they were used in obtaining the firm. All transactions for the establishment and ownership (or transfer of ownership) must be in the normal course of business, reflecting commercial and arms-length practices.

(b) To be an eligible DBE, a firm must be at least 51 percent owned by socially and economically disadvantaged individuals.

(1) In the case of a corporation, such individuals must own at least 51 percent of the each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.

(2) In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals. Such ownership must be reflected in the firm's partnership agreement.

(3) In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals.

(c)(1) The firm's ownership by socially and economically disadvantaged individuals, including their contribution of capital or expertise to acquire their ownership interests, must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership

documents. Proof of contribution of capital should be submitted at the time of the application. When the contribution of capital is through a loan, there must be documentation of the value of assets used as collateral for the loan.

(2) Insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, mere participation in a firm's activities as an employee, or capitalization not commensurate with the value for the firm.

(3) The disadvantaged owners must enjoy the customary incidents of ownership, and share in the risks and be entitled to the profits and loss commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements. Any terms or practices that give a non-disadvantaged individual or firm a priority or superior right to a firm's profits, compared to the disadvantaged owner(s), are grounds for denial.

(4) Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

Examples to paragraph (c): (i) An individual pays \$100 to acquire a majority interest in a firm worth \$1 million. The individual's contribution to capital would not be viewed as substantial.

(ii) A 51% disadvantaged owner and a non-disadvantaged 49% owner contribute \$100 and \$10,000, respectively, to acquire a firm grossing \$1 million. This may be indicative of a pro forma arrangement that does not meet the requirements of (c)(1).

(iii) The disadvantaged owner of a DBE applicant firm spends \$250 to file articles of incorporation and obtains a \$100,000 loan, but makes only nominal or sporadic payments to repay the loan. This type of contribution is not of a continuing nature.

(d) All securities that constitute ownership of a firm shall be held directly by disadvantaged persons. Except as provided in this paragraph (d), no securities or assets held in trust, or by any guardian for a minor, are considered as held by disadvantaged persons in determining the ownership of a firm. However, securities or assets held in trust are regarded as held by a disadvantaged individual for purposes of determining ownership of the firm, if—

(1) The beneficial owner of securities or assets held in trust is a disadvantaged individual, and the trustee is the same or another such individual; or

(2) The beneficial owner of a trust is a disadvantaged individual who, rather than the trustee, exercises effective control over the management, policy-making, and daily operational activities of the firm. Assets held in a revocable living trust may be counted only in the situation where the same disadvantaged individual is the sole grantor, beneficiary, and trustee.

(e) The contributions of capital or expertise by the socially and economically disadvantaged owners to acquire their ownership interests must be real and substantial. Examples of insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, or mere participation in a firm's activities as an employee. Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

(f) The following requirements apply to situations in which expertise is relied upon as part of a disadvantaged owner's contribution to acquire ownership:

(1) The owner's expertise must be—

- (i) In a specialized field;
- (ii) Of outstanding quality;
- (iii) In areas critical to the firm's operations;
- (iv) Indispensable to the firm's potential success;
- (v) Specific to the type of work the firm performs; and

(vi) Documented in the records of the firm. These records must clearly show the contribution of expertise and its value to the firm.

(2) The individual whose expertise is relied upon must have a significant financial investment in the firm.

(g) You must always deem as held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual—

(1) As the result of a final property settlement or court order in a divorce or legal separation, provided that no term or condition of the agreement or divorce decree is inconsistent with this section; or

(2) Through inheritance, or otherwise because of the death of the former owner.

(h)(1) You must presume as not being held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-disadvantaged individual or non-DBE firm who is—

(i) Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm;

(ii) Involved in the same or a similar line of business; or

(iii) Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.

(2) To overcome this presumption and permit the interests or assets to be counted, the disadvantaged individual must demonstrate to you, by clear and convincing evidence, that—

(i) The gift or transfer to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and

(ii) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who provided the gift or transfer.

(i) You must apply the following rules in situations in which marital assets form a basis for ownership of a firm:

(1) When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interest asserted by one

spouse, you must deem the ownership interest in the firm to have been acquired by that spouse with his or her own individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. You do not count a greater portion of joint or community property assets toward ownership than state law would recognize as belonging to the socially and economically disadvantaged owner of the applicant firm.

(2) A copy of the document legally transferring and renouncing the other spouse's rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm's application for DBE certification.

(j) You may consider the following factors in determining the ownership of a firm. However, you must not regard a contribution of capital as failing to be real and substantial, or find a firm ineligible, solely because—

(1) A socially and economically disadvantaged individual acquired his or her ownership interest as the result of a gift, or transfer without adequate consideration, other than the types set forth in paragraph (h) of this section;

(2) There is a provision for the co-signature of a spouse who is not a socially and economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or

(3) Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a socially and economically disadvantaged individual to a spouse who is such an individual. In this case, you must give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a socially and economically disadvantaged individual.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59597, Oct. 2, 2014]

§26.71 What rules govern determinations concerning control?

(a) In determining whether socially and economically disadvantaged owners control a firm, you must consider all the facts in the record, viewed as a whole.

(b) Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms.

(1) In determining whether a potential DBE is an independent business, you must scrutinize relationships with non-DBE firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(2) You must consider whether present or recent employer/employee relationships between the disadvantaged owner(s) of the potential DBE and non-DBE firms or persons associated with non-DBE firms compromise the independence of the potential DBE firm.

(3) You must examine the firm's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential DBE firm.

(4) In considering factors related to the independence of a potential DBE firm, you must consider the consistency of relationships between the potential DBE and non-DBE firms with normal industry practice.

(c) A DBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the socially and economically disadvantaged owners. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by non-disadvantaged partners, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the socially and economically disadvantaged owners, without the cooperation or vote of any non-disadvantaged individual, from making any business decision of the firm. This paragraph does not preclude a spousal co-signature on documents as provided for in §26.69(j)(2).

(d) The socially and economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations.

(1) A disadvantaged owner must hold the highest officer position in the company (e.g., chief executive officer or president).

(2) In a corporation, disadvantaged owners must control the board of directors.

(3) In a partnership, one or more disadvantaged owners must serve as general partners, with control over all partnership decisions.

(e) Individuals who are not socially and economically disadvantaged or immediate family members may be involved in a DBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm.

(f) The socially and economically disadvantaged owners of the firm may delegate various areas of the management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are socially and economically disadvantaged individuals. Such delegations of authority must be revocable, and the socially and economically disadvantaged owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the socially and economically disadvantaged owners in the firm's overall affairs must be such that the recipient can reasonably conclude that the socially and economically disadvantaged owners actually exercise control over the firm's operations, management, and policy.

(g) The socially and economically disadvantaged owners must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged and the firm's operations. The socially and economically disadvantaged owners are not required to have experience or expertise in every critical area of the firm's operations, or to have greater experience or expertise in a given field than managers or key employees. The socially and economically disadvantaged owners must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to use this information to make independent decisions concerning the firm's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the firm is insufficient to demonstrate control.

(h) If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. If state or local law does not require such a person to have such a license or credential to own and/or control a firm, you must not deny certification solely on the ground that the person lacks the license or credential. However, you may take into account the absence of the license or

credential as one factor in determining whether the socially and economically disadvantaged owners actually control the firm.

(i)(1) You may consider differences in remuneration between the socially and economically disadvantaged owners and other participants in the firm in determining whether to certify a firm as a DBE. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the firm's policy and practice concerning reinvestment of income, and any other explanations for the differences proffered by the firm. You may determine that a firm is controlled by its socially and economically disadvantaged owner although that owner's remuneration is lower than that of some other participants in the firm.

(2) In a case where a non-disadvantaged individual formerly controlled the firm, and a socially and economically disadvantaged individual now controls it, you may consider a difference between the remuneration of the former and current controller of the firm as a factor in determining who controls the firm, particularly when the non-disadvantaged individual remains involved with the firm and continues to receive greater compensation than the disadvantaged individual.

(j) In order to be viewed as controlling a firm, a socially and economically disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an individual could be viewed as controlling a part-time business that operates only on evenings and/or weekends, if the individual controls it all the time it is operating.

(k)(1) A socially and economically disadvantaged individual may control a firm even though one or more of the individual's immediate family members (who themselves are not socially and economically disadvantaged individuals) participate in the firm as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, you must make a judgment about the control the socially and economically disadvantaged owner exercises vis-a-vis other persons involved in the business as you do in other situations, without regard to whether or not the other persons are immediate family members.

(2) If you cannot determine that the socially and economically disadvantaged owners—as distinct from the family as a whole—control the firm, then the socially and economically disadvantaged owners have failed to carry their burden of proof concerning control, even though they may participate significantly in the firm's activities.

(l) Where a firm was formerly owned and/or controlled by a non-disadvantaged individual (whether or not an immediate family member), ownership and/or control were transferred to a socially and economically disadvantaged individual, and the nondisadvantaged individual remains involved with the firm in any capacity, there is a rebuttable presumption of control by the non-disadvantaged individual unless the disadvantaged individual now owning the firm demonstrates to you, by clear and convincing evidence, that:

(1) The transfer of ownership and/or control to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and

(2) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a nondisadvantaged individual who formerly owned and/or controlled the firm.

(m) In determining whether a firm is controlled by its socially and economically disadvantaged owners, you may consider whether the firm owns equipment necessary to perform its work. However, you must not determine that a firm is not controlled by socially and economically

disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the firm.

(n) You must grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm need demonstrate to you only that its socially and economically disadvantaged owners are able to control the firm with respect to that type of work. You must not require that the firm be recertified or submit a new application for certification, but you must verify the disadvantaged owner's control of the firm in the additional type of work.

(1) The types of work a firm can perform (whether on initial certification or when a new type of work is added) must be described in terms of the most specific available NAICS code for that type of work. If you choose, you may also, in addition to applying the appropriate NAICS code, apply a descriptor from a classification scheme of equivalent detail and specificity. A correct NAICS code is one that describes, as specifically as possible, the principal goods or services which the firm would provide to DOT recipients. Multiple NAICS codes may be assigned where appropriate. Program participants must rely on, and not depart from, the plain meaning of NAICS code descriptions in determining the scope of a firm's certification. If your Directory does not list types of work for any firm in a manner consistent with this paragraph (a)(1), you must update the Directory entry for that firm to meet the requirements of this paragraph (a)(1) by August 28, 2011.

(2) Firms and recipients must check carefully to make sure that the NAICS codes cited in a certification are kept up-to-date and accurately reflect work which the UCP has determined the firm's owners can control. The firm bears the burden of providing detailed company information the certifying agency needs to make an appropriate NAICS code designation.

(3) If a firm believes that there is not a NAICS code that fully or clearly describes the type(s) of work in which it is seeking to be certified as a DBE, the firm may request that the certifying agency, in its certification documentation, supplement the assigned NAICS code(s) with a clear, specific, and detailed narrative description of the type of work in which the firm is certified. A vague, general, or confusing description is not sufficient for this purpose, and recipients should not rely on such a description in determining whether a firm's participation can be counted toward DBE goals.

(4) A certifier is not precluded from changing a certification classification or description if there is a factual basis in the record. However, certifiers must not make after-the-fact statements about the scope of a certification, not supported by evidence in the record of the certification action.

(o) A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licensor is not affiliated with the franchisee or licensee. In determining whether affiliation exists, you should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, provided that the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.

(p) In order for a partnership to be controlled by socially and economically disadvantaged individuals, any non-disadvantaged partners must not have the power, without the specific written concurrence of the socially and economically disadvantaged partner(s), to contractually bind the partnership or subject the partnership to contract or tort liability.

(q) The socially and economically disadvantaged individuals controlling a firm may use an employee leasing company. The use of such a company does not preclude the socially and

economically disadvantaged individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employees.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5099, Jan. 28, 2011; 79 FR 59597, Oct. 2, 2014]

§26.73 What are other rules affecting certification?

(a)(1) Consideration of whether a firm performs a commercially useful function or is a regular dealer pertains solely to counting toward DBE goals the participation of firms that have already been certified as DBEs. Except as provided in paragraph (a)(2) of this section, you must not consider commercially useful function issues in any way in making decisions about whether to certify a firm as a DBE.

(2) You may consider, in making certification decisions, whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the DBE program.

(b)(1) You must evaluate the eligibility of a firm on the basis of present circumstances. You must not refuse to certify a firm based solely on historical information indicating a lack of ownership or control of the firm by socially and economically disadvantaged individuals at some time in the past, if the firm currently meets the ownership and control standards of this part.

(2) You must not refuse to certify a firm solely on the basis that it is a newly formed firm, has not completed projects or contracts at the time of its application, has not yet realized profits from its activities, or has not demonstrated a potential for success. If the firm meets disadvantaged, size, ownership, and control requirements of this Part, the firm is eligible for certification.

(c) DBE firms and firms seeking DBE certification shall cooperate fully with your requests (and DOT requests) for information relevant to the certification process. Failure or refusal to provide such information is a ground for a denial or removal of certification.

(d) Only firms organized for profit may be eligible DBEs. Not-for-profit organizations, even though controlled by socially and economically disadvantaged individuals, are not eligible to be certified as DBEs.

(e) An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm—even a DBE firm—cannot be an eligible DBE.

(1) If socially and economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, you may certify the subsidiary if it otherwise meets all requirements of this subpart. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

(2) You may certify such a subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by socially and economically disadvantaged individuals. The following examples illustrate how this cumulative ownership provision works:

Example 1: Socially and economically disadvantaged individuals own 100 percent of a holding company, which has a wholly-owned subsidiary. The subsidiary may be certified, if it meets all other requirements.

Example 2: Disadvantaged individuals own 100 percent of the holding company, which owns 51 percent of a subsidiary. The subsidiary may be certified, if all other requirements are met.

Example 3: Disadvantaged individuals own 80 percent of the holding company, which in turn owns 70 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is 56 percent (80 percent of the 70 percent). This is more than 51 percent, so you may certify the subsidiary, if all other requirements are met.

Example 4: Same as Example 2 or 3, but someone other than the socially and economically disadvantaged owners of the parent or holding company controls the subsidiary. Even though the subsidiary is owned by disadvantaged individuals, through the holding or parent company, you cannot certify it because it fails to meet control requirements.

Example 5: Disadvantaged individuals own 60 percent of the holding company, which in turn owns 51 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is about 31 percent. This is less than 51 percent, so you cannot certify the subsidiary.

Example 6: The holding company, in addition to the subsidiary seeking certification, owns several other companies. The combined gross receipts of the holding companies and its subsidiaries are greater than the size standard for the subsidiary seeking certification and/or the gross receipts cap of §26.65(b). Under the rules concerning affiliation, the subsidiary fails to meet the size standard and cannot be certified.

(f) Recognition of a business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is an independent business, owned and controlled by socially and economically disadvantaged individuals.

(g) You must not require a DBE firm to be prequalified as a condition for certification.

(h) A firm that is owned by an Indian tribe or Native Hawaiian organization, rather than by Indians or Native Hawaiians as individuals, may be eligible for certification. Such a firm must meet the size standards of §26.65. Such a firm must be controlled by socially and economically disadvantaged individuals, as provided in §26.71.

(i) The following special rules apply to the certification of firms related to Alaska Native Corporations (ANCs).

(1) Notwithstanding any other provisions of this subpart, a direct or indirect subsidiary corporation, joint venture, or partnership entity of an ANC is eligible for certification as a DBE if it meets all of the following requirements:

(i) The Settlement Common Stock of the underlying ANC and other stock of the ANC held by holders of the Settlement Common Stock and by Natives and descendants of Natives represents a majority of both the total equity of the ANC and the total voting power of the corporation for purposes of electing directors;

(ii) The shares of stock or other units of common ownership interest in the subsidiary, joint venture, or partnership entity held by the ANC and by holders of its Settlement Common Stock represent a majority of both the total equity of the entity and the total voting power of the entity for the purpose of electing directors, the general partner, or principal officers; and

(iii) The subsidiary, joint venture, or partnership entity has been certified by the Small Business Administration under the 8(a) or small disadvantaged business program.

(2) As a recipient to whom an ANC-related entity applies for certification, you do not use the DOT uniform application form (see Appendix F of this part). You must obtain from the firm documentation sufficient to demonstrate that entity meets the requirements of paragraph (i)(1) of this section. You must also obtain sufficient information about the firm to allow you to administer your program (e.g., information that would appear in your DBE Directory).

(3) If an ANC-related firm does not meet all the conditions of paragraph (i)(1) of this section, then it must meet the requirements of paragraph (h) of this section in order to be certified, on the same basis as firms owned by Indian Tribes or Native Hawaiian Organizations.

Subpart E—Certification Procedures

§26.81 What are the requirements for Unified Certification Programs?

(a) You and all other DOT recipients in your state must participate in a Unified Certification Program (UCP).

(1) Within three years of March 4, 1999, you and the other recipients in your state must sign an agreement establishing the UCP for that state and submit the agreement to the Secretary for approval. The Secretary may, on the basis of extenuating circumstances shown by the recipients in the state, extend this deadline for no more than one additional year.

(2) The agreement must provide for the establishment of a UCP meeting all the requirements of this section. The agreement must specify that the UCP will follow all certification procedures and standards of this part, on the same basis as recipients; that the UCP shall cooperate fully with oversight, review, and monitoring activities of DOT and its operating administrations; and that the UCP shall implement DOT directives and guidance concerning certification matters. The agreement shall also commit recipients to ensuring that the UCP has sufficient resources and expertise to carry out the requirements of this part. The agreement shall include an implementation schedule ensuring that the UCP is fully operational no later than 18 months following the approval of the agreement by the Secretary.

(3) Subject to approval by the Secretary, the UCP in each state may take any form acceptable to the recipients in that state.

(4) The Secretary shall review the UCP and approve it, disapprove it, or remand it to the recipients in the state for revisions. A complete agreement which is not disapproved or remanded within 180 days of its receipt is deemed to be accepted.

(5) If you and the other recipients in your state fail to meet the deadlines set forth in this paragraph (a), you shall have the opportunity to make an explanation to the Secretary why a deadline could not be met and why meeting the deadline was beyond your control. If you fail to make such an explanation, or the explanation does not justify the failure to meet the deadline, the Secretary shall direct you to complete the required action by a date certain. If you and the other recipients fail to carry out this direction in a timely manner, you are collectively in noncompliance with this part.

(b) The UCP shall make all certification decisions on behalf of all DOT recipients in the state with respect to participation in the DOT DBE Program.

(1) Certification decisions by the UCP shall be binding on all DOT recipients within the state.

(2) The UCP shall provide “one-stop shopping” to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in the state.

(3) All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of this part.

(c) All certifications by UCPs shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The "home state" UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

(e) Subject to DOT approval as provided in this section, the recipients in two or more states may form a regional UCP. UCPs may also enter into written reciprocity agreements with other UCPs. Such an agreement shall outline the specific responsibilities of each participant. A UCP may accept the certification of any other UCP or DOT recipient.

(f) Pending the establishment of UCPs meeting the requirements of this section, you may enter into agreements with other recipients, on a regional or inter-jurisdictional basis, to perform certification functions required by this part. You may also grant reciprocity to other recipient's certification decisions.

(g) Each UCP shall maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other states certified under the provisions of this part), the information required by §26.31. The UCP shall make the directory available to the public electronically, on the internet, as well as in print. The UCP shall update the electronic version of the directory by including additions, deletions, and other changes as soon as they are made and shall revise the print version of the Directory at least once a year.

(h) Except as otherwise specified in this section, all provisions of this subpart and subpart D of this part pertaining to recipients also apply to UCPs.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5100, Jan. 28, 2011]

§26.83 What procedures do recipients follow in making certification decisions?

(a) You must ensure that only firms certified as eligible DBEs under this section participate as DBEs in your program.

(b) You must determine the eligibility of firms as DBEs consistent with the standards of subpart D of this part. When a UCP is formed, the UCP must meet all the requirements of subpart D of this part and this subpart that recipients are required to meet.

(c)(1) You must take all the following steps in determining whether a DBE firm meets the standards of subpart D of this part:

(i) Perform an on-site visit to the firm's principal place of business. You must interview the principal officers and review their résumés and/or work histories. You may interview key personnel of the firm if necessary. You must also perform an on-site visit to job sites if there are such sites on which the firm is working at the time of the eligibility investigation in your jurisdiction or local area. You may rely upon the site visit report of any other recipient with respect to a firm applying for certification;

(ii) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, Articles of Incorporation/Organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and State-issued Certificates of Good Standing

(iii) Analyze the bonding and financial capacity of the firm; lease and loan agreements; bank account signature cards;

(iv) Determine the work history of the firm, including contracts it has received, work it has completed; and payroll records;

(v) Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program and its preferred locations for performing the work, if any.

(vi) Obtain or compile a list of the equipment owned by or available to the firm and the licenses the firm and its key personnel possess to perform the work it seeks to do as part of the DBE program;

(vii) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 3 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service.

(viii) Require potential DBEs to complete and submit an appropriate application form, except as otherwise provided in §26.85 of this part.

(2) You must use the application form provided in Appendix F to this part without change or revision. However, you may provide in your DBE program, with the written approval of the concerned operating administration, for supplementing the form by requesting specified additional information not inconsistent with this part.

(3) You must make sure that the applicant attests to the accuracy and truthfulness of the information on the application form. This shall be done either in the form of an affidavit sworn to by the applicant before a person who is authorized by State law to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

(4) You must review all information on the form prior to making a decision about the eligibility of the firm. You may request clarification of information contained in the application at any time in the application process.

(d) When another recipient, in connection with its consideration of the eligibility of a firm, makes a written request for certification information you have obtained about that firm (e.g., including application materials or the report of a site visit, if you have made one to the firm), you must promptly make the information available to the other recipient.

(e) [Reserved]

(f) Subject to the approval of the concerned operating administration as part of your DBE program, you may impose a reasonable application fee for certification. Fee waivers shall be made in appropriate cases.

(g) You must safeguard from disclosure to unauthorized persons information gathered as part of the certification process that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable Federal, state, and local law.

(h)(1) Once you have certified a DBE, it shall remain certified until and unless you have removed its certification, in whole or in part, through the procedures of §26.87 of this part, except as provided in §26.67(b)(1) of this part.

(2) You may not require DBEs to reapply for certification or undergo a recertification process. However, you may conduct a certification review of a certified DBE firm, including a new on-site review, if appropriate in light of changed circumstances (e.g., of the kind requiring notice under paragraph (i) of this section or relating to suspension of certification under §26.88), a complaint, or other information concerning the firm's eligibility. If information comes to your attention that leads you to question the firm's eligibility, you may conduct an on-site review on an unannounced basis, at the firm's offices and job sites.

(i) If you are a DBE, you must inform the recipient or UCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form.

(1) Changes in management responsibility among members of a limited liability company are covered by this requirement.

(2) You must attach supporting documentation describing in detail the nature of such changes.

(3) The notice must take the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or of an unsworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under §26.109(c).

(j) If you are a DBE, you must provide to the recipient, every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owners before a person who is authorized by State law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the recipient under paragraph (i) of this section. The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts (e.g., submission of Federal tax returns). If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

(k) If you are a recipient, you must make decisions on applications for certification within 90 days of receiving from the applicant firm all information required under this part. You may extend this time period once, for no more than an additional 60 days, upon written notice to the firm, explaining fully and specifically the reasons for the extension. You may establish a different time frame in your DBE program, upon a showing that this time frame is not feasible, and subject to the approval of the concerned operating administration. Your failure to make a decision by the applicable deadline under this paragraph is deemed a constructive denial of the application, on the basis of which the firm may appeal to DOT under §26.89.

(l) As a recipient or UCP, you must advise each applicant within 30 days from your receipt of the application whether the application is complete and suitable for evaluation and, if not, what additional information or action is required.

(m) Except as otherwise provided in this paragraph, if an applicant for DBE certification withdraws its application before you have issued a decision on the application, the applicant can resubmit the application at any time. As a recipient or UCP, you may not apply the waiting period provided under §26.86(c) of this part before allowing the applicant to resubmit its application. However, you may place the reapplication at the "end of the line," behind other applications that have been made since the firm's previous application was withdrawn. You may also apply the

waiting period provided under §26.86(c) of this part to a firm that has established a pattern of frequently withdrawing applications before you make a decision.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35555, June 16, 2003; 76 FR 5100, Jan. 28, 2011; 79 FR 59598, Oct. 2, 2014]

§26.85 Interstate certification.

(a) This section applies with respect to any firm that is currently certified in its home state.

(b) When a firm currently certified in its home state ("State A") applies to another State ("State B") for DBE certification, State B may, at its discretion, accept State A's certification and certify the firm, without further procedures.

(1) To obtain certification in this manner, the firm must provide to State B a copy of its certification notice from State A.

(2) Before certifying the firm, State B must confirm that the firm has a current valid certification from State A. State B can do so by reviewing State A's electronic directory or obtaining written confirmation from State A.

(c) In any situation in which State B chooses not to accept State A's certification of a firm as provided in paragraph (b) of this section, as the applicant firm you must provide the information in paragraphs (c)(1) through (4) of this section to State B.

(1) You must provide to State B a complete copy of the application form, all supporting documents, and any other information you have submitted to State A or any other state related to your firm's certification. This includes affidavits of no change (see §26.83(j)) and any notices of changes (see §26.83(i)) that you have submitted to State A, as well as any correspondence you have had with State A's UCP or any other recipient concerning your application or status as a DBE firm.

(2) You must also provide to State B any notices or correspondence from states other than State A relating to your status as an applicant or certified DBE in those states. For example, if you have been denied certification or decertified in State C, or subject to a decertification action there, you must inform State B of this fact and provide all documentation concerning this action to State B.

(3) If you have filed a certification appeal with DOT (see §26.89), you must inform State B of the fact and provide your letter of appeal and DOT's response to State B.

(4) You must submit an affidavit sworn to by the firm's owners before a person who is authorized by State law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States.

(i) This affidavit must affirm that you have submitted all the information required by 49 CFR 26.85(c) and the information is complete and, in the case of the information required by §26.85(c)(1), is an identical copy of the information submitted to State A.

(ii) If the on-site report from State A supporting your certification in State A is more than three years old, as of the date of your application to State B, State B may require that your affidavit also affirm that the facts in the on-site report remain true and correct.

(d) As State B, when you receive from an applicant firm all the information required by paragraph (c) of this section, you must take the following actions:

(1) Within seven days contact State A and request a copy of the site visit review report for the firm (see §26.83(c)(1)), any updates to the site visit review, and any evaluation of the firm based on the site visit. As State A, you must transmit this information to State B within seven days of receiving the request. A pattern by State B of not making such requests in a timely manner or by "State A" or any other State of not complying with such requests in a timely manner is noncompliance with this Part.

(2) Determine whether there is good cause to believe that State A's certification of the firm is erroneous or should not apply in your State. Reasons for making such a determination may include the following:

(i) Evidence that State A's certification was obtained by fraud;

(ii) New information, not available to State A at the time of its certification, showing that the firm does not meet all eligibility criteria;

(iii) State A's certification was factually erroneous or was inconsistent with the requirements of this part;

(iv) The State law of State B requires a result different from that of the State law of State A.

(v) The information provided by the applicant firm did not meet the requirements of paragraph (c) of this section.

(3) If, as State B, unless you have determined that there is good cause to believe that State A's certification is erroneous or should not apply in your State, you must, no later than 60 days from the date on which you received from the applicant firm all the information required by paragraph (c) of this section, send to the applicant firm a notice that it is certified and place the firm on your directory of certified firms.

(4) If, as State B, you have determined that there is good cause to believe that State A's certification is erroneous or should not apply in your State, you must, no later than 60 days from the date on which you received from the applicant firm all the information required by paragraph (c) of this section, send to the applicant firm a notice stating the reasons for your determination.

(i) This notice must state with particularity the specific reasons why State B believes that the firm does not meet the requirements of this Part for DBE eligibility and must offer the firm an opportunity to respond to State B with respect to these reasons.

(ii) The firm may elect to respond in writing, to request an in-person meeting with State B's decision maker to discuss State B's objections to the firm's eligibility, or both. If the firm requests a meeting, as State B you must schedule the meeting to take place within 30 days of receiving the firm's request.

(iii) The firm bears the burden of demonstrating, by a preponderance of evidence, that it meets the requirements of this Part with respect to the particularized issues raised by State B's notice. The firm is not otherwise responsible for further demonstrating its eligibility to State B.

(iv) The decision maker for State B must be an individual who is thoroughly familiar with the provisions of this Part concerning certification.

(v) State B must issue a written decision within 30 days of the receipt of the written response from the firm or the meeting with the decision maker, whichever is later.

(vi) The firm's application for certification is stayed pending the outcome of this process.

(vii) A decision under this paragraph (d)(4) may be appealed to the Departmental Office of Civil Rights under s§26.89 of this part.

(e) As State B, if you have not received from State A a copy of the site visit review report by a date 14 days after you have made a timely request for it, you may hold action required by paragraphs (d)(2) through (4) of this section in abeyance pending receipt of the site visit review report. In this event, you must, no later than 30 days from the date on which you received from an applicant firm all the information required by paragraph (c) of this section, notify the firm in writing of the delay in the process and the reason for it.

(f)(1) As a UCP, when you deny a firm's application, reject the application of a firm certified in State A or any other State in which the firm is certified, through the procedures of paragraph (d)(4) of this section, or decertify a firm, in whole or in part, you must make an entry in the Department of Transportation Office of Civil Rights' (DOCR's) Ineligibility Determination Online Database. You must enter the following information:

- (i) The name of the firm;
- (ii) The name(s) of the firm's owner(s);
- (iii) The type and date of the action;
- (iv) The reason for the action.

(2) As a UCP, you must check the DOCR Web site at least once every month to determine whether any firm that is applying to you for certification or that you have already certified is on the list.

(3) For any such firm that is on the list, you must promptly request a copy of the listed decision from the UCP that made it. As the UCP receiving such a request, you must provide a copy of the decision to the requesting UCP within 7 days of receiving the request. As the UCP receiving the decision, you must then consider the information in the decision in determining what, if any, action to take with respect to the certified DBE firm or applicant.

(g) You must implement the requirements of this section beginning January 1, 2012.

[76 FR 5100, Jan. 28, 2011]

§26.86 What rules govern recipients' denials of initial requests for certification?

(a) When you deny a request by a firm, which is not currently certified with you, to be certified as a DBE, you must provide the firm a written explanation of the reasons for the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based must be made available to the applicant, on request.

(b) [Reserved]

(c) When a firm is denied certification, you must establish a time period of no more than twelve months that must elapse before the firm may reapply to the recipient for certification. You may provide, in your DBE program, subject to approval by the concerned operating administration, a shorter waiting period for reapplication. The time period for reapplication begins to run on the date the explanation required by paragraph (a) of this section is received by the firm. An applicant's appeal of your decision to the Department pursuant to §26.89 does not extend this period.

(d) When you make an administratively final denial of certification concerning a firm, the firm may appeal the denial to the Department under §26.89.

[64 FR 5126, Feb. 2, 1999. Redesignated and amended at 68 FR 35555, June 16, 2003; 79 FR 59598, Oct. 2, 2014]

§26.87 What procedures does a recipient use to remove a DBE's eligibility?

(a) *Ineligibility complaints.* (1) Any person may file with you a written complaint alleging that a currently-certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. You are not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in §26.109(b).

(2) You must review your records concerning the firm, any material provided by the firm and the complainant, and other available information. You may request additional information from the firm or conduct any other investigation that you deem necessary.

(3) If you determine, based on this review, that there is reasonable cause to believe that the firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. If you determine that such reasonable cause does not exist, you must notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(b) *Recipient-initiated proceedings.* If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(c) *DOT directive to initiate proceeding.* (1) If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct you to initiate a proceeding to remove the firm's certification.

(2) The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

(3) You must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

(d) *Hearing.* When you notify a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, you must give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified.

(1) In such a proceeding, you bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.

(2) You must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT

under §26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. You must retain the original record of the hearing. You may charge the firm only for the cost of copying the record.

(3) The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, you bear the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as you would during a hearing.

(e) *Separation of functions.* You must ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1) Your method of implementing this requirement must be made part of your DBE program.

(2) The decisionmaker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.

(3) Before a UCP is operational in its state, a small airport or small transit authority (*i.e.*, an airport or transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.

(f) *Grounds for decision.* You may base a decision to remove a firm's eligibility only on one or more of the following grounds:

(1) Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;

(2) Information or evidence not available to you at the time the firm was certified;

(3) Information relevant to eligibility that has been concealed or misrepresented by the firm;

(4) A change in the certification standards or requirements of the Department since you certified the firm;

(5) Your decision to certify the firm was clearly erroneous;

(6) The firm has failed to cooperate with you (see §26.109(c));

(7) The firm has exhibited a pattern of conduct indicating its involvement in attempts to subvert the intent or requirements of the DBE program (see §26.73(a)(2)); or

(8) The firm has been suspended or debarred for conduct related to the DBE program. The notice required by paragraph (g) of this section must include a copy of the suspension or debarment action. A decision to remove a firm for this reason shall not be subject to the hearing procedures in paragraph (d) of this section.

(g) *Notice of decision.* Following your decision, you must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Department of Transportation under §26.89. You must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding. Provided that, when sending such a notice to a complainant other than a DOT operating administration, you must not

include information reasonably construed as confidential business information without the written consent of the firm that submitted the information.

(h) [Reserved]

(i) *Status of firm during proceeding.* (1) A firm remains an eligible DBE during the pendency of your proceeding to remove its eligibility.

(2) The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.

(j) *Effects of removal of eligibility.* When you remove a firm's eligibility, you must take the following action:

(1) When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so.

(2) If a prime contractor has executed a subcontract with the firm before you have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where you have let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward your overall goal, but may count toward the contract goal.

(3) *Exception:* If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, you may continue to count its participation on that contract toward overall and contract goals.

(k) *Availability of appeal.* When you make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003; 76 FR 5101, Jan. 28, 2011; 79 FR 59599, Oct. 2, 2014]

§26.88 Summary suspension of certification.

(a) A recipient shall immediately suspend a DBE's certification without adhering to the requirements in §26.87(d) of this part when an individual owner whose ownership and control of the firm are necessary to the firm's certification dies or is incarcerated.

(b)(1) A recipient may immediately suspend a DBE's certification without adhering to the requirements in §26.87(d) when there is adequate evidence to believe that there has been a material change in circumstances that may affect the eligibility of the DBE firm to remain certified, or when the DBE fails to notify the recipient or UCP in writing of any material change in circumstances as required by §26.83(i) of this part or fails to timely file an affidavit of no change under §26.83(j).

(2) In determining the adequacy of the evidence to issue a suspension under paragraph (b)(1) of this section, the recipient shall consider all relevant factors, including how much information is available, the credibility of the information and allegations given the circumstances, whether or not important allegations are corroborated, and what inferences can reasonably be drawn as a result.

(c) The concerned operating administration may direct the recipient to take action pursuant to paragraph (a) or (b) this section if it determines that information available to it is sufficient to warrant immediate suspension.

(d) When a firm is suspended pursuant to paragraph (a) or (b) of this section, the recipient shall immediately notify the DBE of the suspension by certified mail, return receipt requested, to the last known address of the owner(s) of the DBE.

(e) Suspension is a temporary status of ineligibility pending an expedited show cause hearing/proceeding under §26.87 of this part to determine whether the DBE is eligible to participate in the program and consequently should be removed. The suspension takes effect when the DBE receives, or is deemed to have received, the Notice of Suspension.

(f) While suspended, the DBE may not be considered to meet a contract goal on a new contract, and any work it does on a contract received during the suspension shall not be counted toward a recipient's overall goal. The DBE may continue to perform under an existing contract executed before the DBE received a Notice of Suspension and may be counted toward the contract goal during the period of suspension as long as the DBE is performing a commercially useful function under the existing contract.

(g) Following receipt of the Notice of Suspension, if the DBE believes it is no longer eligible, it may voluntarily withdraw from the program, in which case no further action is required. If the DBE believes that its eligibility should be reinstated, it must provide to the recipient information demonstrating that the firm is eligible notwithstanding its changed circumstances. Within 30 days of receiving this information, the recipient must either lift the suspension and reinstate the firm's certification or commence a decertification action under §26.87 of this part. If the recipient commences a decertification proceeding, the suspension remains in effect during the proceeding.

(h) The decision to immediately suspend a DBE under paragraph (a) or (b) of this section is not appealable to the US Department of Transportation. The failure of a recipient to either lift the suspension and reinstate the firm or commence a decertification proceeding, as required by paragraph (g) of this section, is appealable to the U.S. Department of Transportation under §26.89 of this part, as a constructive decertification.

[79 FR 59599, Oct. 2, 2014]

§26.89 What is the process for certification appeals to the Department of Transportation?

(a)(1) If you are a firm that is denied certification or whose eligibility is removed by a recipient, including SBA-certified firms, you may make an administrative appeal to the Department.

(2) If you are a complainant in an ineligibility complaint to a recipient (including the concerned operating administration in the circumstances provided in §26.87(c)), you may appeal to the Department if the recipient does not find reasonable cause to propose removing the firm's eligibility or, following a removal of eligibility proceeding, determines that the firm is eligible.

(3) Send appeals to the following address: U.S. Department of Transportation, Departmental Office of Civil Rights, 1200 New Jersey Avenue SE., Washington, DC 20590-0001.

(b) Pending the Department's decision in the matter, the recipient's decision remains in effect. The Department does not stay the effect of the recipient's decision while it is considering an appeal.

(c) If you want to file an appeal, you must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and setting forth a full and specific statement as to why the decision is erroneous, what significant fact that the recipient failed to

consider, or what provisions of this Part the recipient did not properly apply. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal or in the interest of justice.

(d) When it receives an appeal, the Department requests a copy of the recipient's complete administrative record in the matter. If you are the recipient, you must provide the administrative record, including a hearing transcript, within 20 days of the Department's request. The Department may extend this time period on the basis of a recipient's showing of good cause. To facilitate the Department's review of a recipient's decision, you must ensure that such administrative records are well organized, indexed, and paginated. Records that do not comport with these requirements are not acceptable and will be returned to you to be corrected immediately. If an appeal is brought concerning one recipient's certification decision concerning a firm, and that recipient relied on the decision and/or administrative record of another recipient, this requirement applies to both recipients involved.

(e) The Department makes its decision based solely on the entire administrative record as supplemented by the appeal. The Department does not make a de novo review of the matter and does not conduct a hearing. The Department may also supplement the administrative record by adding relevant information made available by the DOT Office of Inspector General; Federal, State, or local law enforcement authorities; officials of a DOT operating administration or other appropriate DOT office; a recipient; or a firm or other private party.

(f) As a recipient, when you provide supplementary information to the Department, you shall also make this information available to the firm and any third-party complainant involved, consistent with Federal or applicable state laws concerning freedom of information and privacy. The Department makes available, on request by the firm and any third-party complainant involved, any supplementary information it receives from any source.

(1) The Department affirms your decision unless it determines, based on the entire administrative record, that your decision is unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification.

(2) If the Department determines, after reviewing the entire administrative record, that your decision was unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification, the Department reverses your decision and directs you to certify the firm or remove its eligibility, as appropriate. You must take the action directed by the Department's decision immediately upon receiving written notice of it.

(3) The Department is not required to reverse your decision if the Department determines that a procedural error did not result in fundamental unfairness to the appellant or substantially prejudice the opportunity of the appellant to present its case.

(4) If it appears that the record is incomplete or unclear with respect to matters likely to have a significant impact on the outcome of the case, the Department may remand the record to you with instructions seeking clarification or augmentation of the record before making a finding. The Department may also remand a case to you for further proceedings consistent with Department instructions concerning the proper application of the provisions of this part.

(5) The Department does not uphold your decision based on grounds not specified in your decision.

(6) The Department's decision is based on the status and circumstances of the firm as of the date of the decision being appealed.

(7) The Department provides written notice of its decision to you, the firm, and the complainant in an ineligibility complaint. A copy of the notice is also sent to any other recipient whose administrative record or decision has been involved in the proceeding (see paragraph (d) of this section). The Department will also notify the SBA in writing when DOT takes an action on an appeal that results in or confirms a loss of eligibility to any SBA-certified firm. The notice includes the reasons for the Department's decision, including specific references to the evidence in the record that supports each reason for the decision.

(8) The Department's policy is to make its decision within 180 days of receiving the complete administrative record. If the Department does not make its decision within this period, the Department provides written notice to concerned parties, including a statement of the reason for the delay and a date by which the appeal decision will be made.

(g) All decisions under this section are administratively final, and are not subject to petitions for reconsideration.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35556, June 16, 2003; 73 FR 33329, June 12, 2008; 79 FR 59599, Oct. 2, 2014]

§26.91 What actions do recipients take following DOT certification appeal decisions?

(a) If you are the recipient from whose action an appeal under §26.89 is taken, the decision is binding. It is not binding on other recipients.

(b) If you are a recipient to which a DOT determination under §26.89 is applicable, you must take the following action:

(1) If the Department determines that you erroneously certified a firm, you must remove the firm's eligibility on receipt of the determination, without further proceedings on your part. Effective on the date of your receipt of the Department's determination, the consequences of a removal of eligibility set forth in §26.87(i) take effect.

(2) If the Department determines that you erroneously failed to find reasonable cause to remove the firm's eligibility, you must expeditiously commence a proceeding to determine whether the firm's eligibility should be removed, as provided in §26.87.

(3) If the Department determines that you erroneously declined to certify or removed the eligibility of the firm, you must certify the firm, effective on the date of your receipt of the written notice of Department's determination.

(4) If the Department determines that you erroneously determined that the presumption of social and economic disadvantage either should or should not be deemed rebutted, you must take appropriate corrective action as determined by the Department.

(5) If the Department affirms your determination, no further action is necessary.

(c) Where DOT has upheld your denial of certification to or removal of eligibility from a firm, or directed the removal of a firm's eligibility, other recipients with whom the firm is certified may commence a proceeding to remove the firm's eligibility under §26.87. Such recipients must not remove the firm's eligibility absent such a proceeding. Where DOT has reversed your denial of certification to or removal of eligibility from a firm, other recipients must take the DOT action into account in any certification action involving the firm. However, other recipients are not required to certify the firm based on the DOT decision.

Subpart F—Compliance and Enforcement

§26.101 What compliance procedures apply to recipients?

(a) If you fail to comply with any requirement of this part, you may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

(b) As provided in statute, you will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because you have been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

§26.103 What enforcement actions apply in FHWA and FTA programs?

The provisions of this section apply to enforcement actions under FHWA and FTA programs:

(a) *Noncompliance complaints.* Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. If you want to file a complaint, you must do so no later than 180 days after the date of the alleged violation or the date on which you learned of a continuing course of conduct in violation of this part. In response to your written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of your identity as provided in §26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.

(b) *Compliance reviews.* The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

(c) *Reasonable cause notice.* If it appears, from the investigation of a complaint or the results of a compliance review, that you, as a recipient, are in noncompliance with this part, the appropriate DOT office promptly sends you, return receipt requested, a written notice advising you that there is reasonable cause to find you in noncompliance. The notice states the reasons for this finding and directs you to reply within 30 days concerning whether you wish to begin conciliation.

(d) *Conciliation.* (1) If you request conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of your request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.

(2) If you and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and you are regarded as being in compliance. The conciliation agreement sets forth the measures you have taken or will take to ensure compliance. While a conciliation agreement is in effect, you remain eligible for FHWA or FTA financial assistance.

(3) The concerned operating administration shall monitor your implementation of the conciliation agreement and ensure that its terms are complied with. If you fail to carry out the terms of a conciliation agreement, you are in noncompliance.

(4) If you do not request conciliation, or a conciliation agreement is not signed within the time provided in paragraph (d)(1) of this section, then enforcement proceedings begin.

(e) *Enforcement actions.* (1) Enforcement actions are taken as provided in this subpart.

(2) Applicable findings in enforcement proceedings are binding on all DOT offices.

§26.105 What enforcement actions apply in FAA programs?

(a) Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

(b) The provisions of §26.103(b) and this section apply to enforcement actions in FAA programs.

(c) Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

§26.107 What enforcement actions apply to firms participating in the DBE program?

(a) If you are a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(b) If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

(d) The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

(e) The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5101, Jan. 28, 2011]

§26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

(a) *Availability of records.* (1) In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information

and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

(2) Notwithstanding any provision of Federal or state law, you must not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, you must transmit this information to DOT in any certification appeal proceeding under §26.89 of this part or to any other state to which the individual's firm has applied for certification under §26.85 of this part.

(b) *Confidentiality of information on complainants.* Notwithstanding the provisions of paragraph (a) of this section, the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant must be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing. FAA follows the procedures of 14 CFR part 16 with respect to confidentiality of information in complaints.

(c) *Cooperation.* All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

(d) *Intimidation and retaliation.* If you are a recipient, contractor, or any other participant in the program, you must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003; 76 FR 5101, Jan. 28, 2011]

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of

the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form
INSTRUCTIONS FOR COMPLETING THE UNIFORM REPORT OF DBE AWARDS/COMMITMENTS
AND PAYMENTS

Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit

contracting data relative to the DBE program will result in noncompliance with Part 26. All dollar values listed on this form should represent the DOT share attributable to the Operating Administration (OA): Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) or Federal Transit Administration (FTA) to which this report will be submitted.

1. Indicate the DOT (OA) that provides your Federal financial assistance. If assistance comes from more than one OA, use separate reporting forms for each OA. If you are an FTA recipient, indicate your Vendor Number in the space provided.

2. If you are an FAA recipient, indicate the relevant AIP Numbers covered by this report. If you are an FTA recipient, indicate the Grant/Project numbers covered by this report. If more than ten attach a separate sheet.

3. Specify the Federal fiscal year (*i.e.*, October 1-September 30) in which the covered reporting period falls.

4. State the date of submission of this report.

5. Check the appropriate box that indicates the reporting period that the data provided in this report covers. For FHWA and FTA recipients, if this report is due June 1, data should cover October 1-March 31. If this report is due December 1, data should cover April 1-September 30. If the report is due to the FAA, data should cover the entire year.

6. Provide the name and address of the recipient.

7. State your overall DBE goal(s) established for the Federal fiscal year of the report being submitted to and approved by the relevant OA. Your overall goal is to be reported as well as the breakdown for specific Race Conscious and Race Neutral projections (both of which include gender-conscious/neutral projections). The Race Conscious projection should be based on measures that focus on and provide benefits only for DBEs. The use of contract goals is a primary example of a race conscious measure. The Race Neutral projection should include measures that, while benefiting DBEs, are not solely focused on DBE firms. For example, a small business outreach program, technical assistance, and prompt payment clauses can assist a wide variety of businesses in addition to helping DBE firms.

Section A: Awards and Commitments Made During This Period

The amounts in items 8(A)-10(I) should include all types of prime contracts awarded and all types of subcontracts awarded or committed, including: professional or consultant services, construction, purchase of materials or supplies, lease or purchase of equipment and any other types of services. All dollar amounts are to reflect only the Federal share of such contracts and should be rounded to the nearest dollar.

Line 8: Prime contracts awarded this period: The items on this line should correspond to the contracts directly between the recipient and a supply or service contractor, with no intermediaries between the two.

8(A). Provide the *total dollar amount* for all prime contracts assisted with DOT funds and awarded during this reporting period. This value should include the entire Federal share of the contracts without removing any amounts associated with resulting subcontracts.

8(B). Provide the *total number* of all prime contracts assisted with DOT funds and awarded during this reporting period.

8(C). From the total dollar amount awarded in item 8(A), provide the *dollar amount* awarded in prime contracts to certified DBE firms during this reporting period. This amount should not include the amounts sub contracted to other firms.

8(D). From the total number of prime contracts awarded in item 8(B), specify the *number* of prime contracts awarded to certified DBE firms during this reporting period.

8(E&F). This field is closed for data entry. Except for the very rare case of DBE-set asides permitted under 49 CFR part 26, all prime contracts awarded to DBES are regarded as race-neutral.

8(G). From the total dollar amount awarded in item 8(C), provide the *dollar amount* awarded to certified DBEs through the use of Race Neutral methods. See the definition of Race Neutral in item 7 and the explanation in item 8 of project types to include.

8(H). From the total number of prime contracts awarded in 8(D), specify the *number* awarded to DBEs through Race Neutral methods.

8(I). Of all prime contracts awarded this reporting period, calculate the *percentage* going to DBEs. Divide the dollar amount in item 8(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

Line 9: Subcontracts awarded/committed this period: Items 9(A)-9(I) are derived in the same way as items 8(A)-8(I), except that these calculations should be based on subcontracts rather than prime contracts. Unlike prime contracts, which may only be awarded, subcontracts may be either awarded or committed.

9(A). If filling out the form for general reporting, provide the total dollar amount of subcontracts assisted with DOT funds awarded or committed during this period. This value should be a subset of the total dollars awarded in prime contracts in 8(A), and therefore should never be greater than the amount awarded in prime contracts. If filling out the form for project reporting, provide the total dollar amount of subcontracts assisted with DOT funds awarded or committed during this period. This value should be a subset of the total dollars awarded or previously in prime contracts in 8(A). The sum of all subcontract amounts in consecutive periods should never exceed the sum of all prime contract amounts awarded in those periods.

9(B). Provide the total number of all sub contracts assisted with DOT funds that were awarded or committed during this reporting period.

9(C). From the total dollar amount of sub contracts awarded/committed this period in item 9(A), provide the total dollar amount awarded in sub contracts to DBEs.

9(D). From the total number of sub contracts awarded or committed in item 9(B), specify the number of sub contracts awarded or committed to DBEs.

9(E). From the total dollar amount of sub contracts awarded or committed to DBEs this period, provide the amount in dollars to DBEs using Race Conscious measures.

9(F). From the total number of sub contracts awarded or committed to DBEs this period, provide the number of sub contracts awarded or committed to DBEs using Race Conscious measures.

9(G). From the total dollar amount of sub contracts awarded/committed to DBEs this period, provide the amount in dollars to DBEs using Race Neutral measures.

9(H). From the total number of sub contracts awarded/committed to DBEs this period, provide the number of sub contracts awarded to DBEs using Race Neutral measures.

9(I). Of all subcontracts awarded this reporting period, calculate the *percentage* going to DBEs. Divide the dollar amount in item 9(C) by the dollar amount in item 9(A) to derive this percentage. Round percentage to the nearest tenth.

Line 10: Total contracts awarded or committed this period. These fields should be used to show the total dollar value and number of contracts awarded to DBEs and to calculate the overall percentage of dollars awarded to DBEs.

10(A)-10(B). These fields are unavailable for data entry.

10(C-H). Combine the total values listed on the prime contracts line (Line 8) with the corresponding values on the subcontracts line (Line 9).

10(I). Of all contracts awarded this reporting period, calculate the *percentage* going to DBEs. Divide the total dollars awarded to DBEs in item 10(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

Section B: Breakdown by Ethnicity & Gender of Contracts Awarded to DBEs This Period

11-17. Further breakdown the contracting activity with DBE involvement. The Total Dollar Amount to DBEs in 17(C) should equal the Total Dollar Amount to DBEs in 10(C). Likewise the total number of contracts to DBEs in 17(F) should equal the Total Number of Contracts to DBEs in 10(D).

Line 16: The “Non-Minority” category is reserved for any firms whose owners are not members of the presumptively disadvantaged groups already listed, but who are either “women” OR eligible for the DBE program on an individual basis. All DBE firms must be certified by the Unified Certification Program to be counted in this report.

Section C: Payments on Ongoing Contracts

Line 18(A-E). Submit information on contracts that are currently in progress. All dollar amounts are to reflect only the Federal share of such contracts, and should be rounded to the nearest dollar.

18(A). Provide the total dollar amount paid to all firms performing work on contracts.

18(B). Provide the total number of contracts where work was performed during the reporting period.

18(C). From the total number of contracts provided in 18(A) provide the total number of contracts that are currently being performed by DBE firms for which payments have been made.

18(D). From the total dollar amount paid to all firms in 18(A), provide the total dollar value paid to DBE firms currently performing work during this period.

18(E). Provide the total number of DBE firms that received payment during this reporting period. For example, while 3 contracts may be active during this period, one DBE firm may be providing supplies or services on all three contracts. This field should only list the number of DBE firms performing work.

18(F). Of all payments made during this period, calculate the percentage going to DBEs. Divide the total dollar value to DBEs in item 18(D) by the total dollars of all payments in 18(B). Round percentage to the nearest tenth.

Section D: Actual Payments on Contracts Completed This Reporting Period

This section should provide information only on contracts that are closed during this period. All dollar amounts are to reflect the entire Federal share of such contracts, and should be rounded to the nearest dollar.

19(A). Provide the total number of contracts completed during this reporting period that used Race Conscious measures. Race Conscious contracts are those with contract goals or another race conscious measure.

19(B). Provide the total dollar value of prime contracts completed this reporting period that had race conscious measures.

19(C). From the total dollar value of prime contracts completed this period in 19(B), provide the total dollar amount of dollars awarded or committed to DBE firms in order to meet the contract goals. This applies only to Race Conscious contracts.

19(D). Provide the actual total DBE participation in dollars on the race conscious contracts completed this reporting period.

19(E). Of all the contracts completed this reporting period using Race Conscious measures, calculate the percentage of DBE participation. Divide the total dollar amount to DBEs in item 19(D) by the total dollar value provided in 19(B) to derive this percentage. Round to the nearest tenth.

20(A)-20(E). Items 21(A)-21(E) are derived in the same manner as items 19(A)-19(E), except these figures should be based on contracts completed using Race Neutral measures.

20(C). This field is closed.

21(A)-21(D). Calculate the totals for each column by adding the race conscious and neutral figures provided in each row above.

21(C). This field is closed.

21(E). Calculate the overall percentage of dollars to DBEs on completed contracts. Divide the Total DBE participation dollar value in 21(D) by the Total Dollar Value of Contracts Completed in 21(B) to derive this percentage. Round to the nearest tenth.

23. Name of the Authorized Representative preparing this form.

24. Signature of the Authorized Representative.

25. Phone number of the Authorized Representative.

**Submit your completed report to your Regional or Division Office.

UNIFORM REPORT OF THE COMBINED CONTRACTOR-FIRM PARTNERS											
1. FIRM NAME		2. FIRM ADDRESS		3. FIRM PHONE NUMBER		4. FIRM FAX NUMBER		5. FIRM E-MAIL ADDRESS		6. FIRM WEBSITE	
7. REPORT FOR YEAR ENDING		8. REPORT FOR YEAR ENDING		9. REPORT FOR YEAR ENDING		10. REPORT FOR YEAR ENDING		11. REPORT FOR YEAR ENDING		12. REPORT FOR YEAR ENDING	
13. BOARD/COMMITTEE REPORTING PERIOD											
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24. SIGNATURE											
25. PHONE NUMBER											
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B. BUSINESS DEVELOPMENT PROGRAM INFORMATION 1. FIRM NAME 2. FIRM ADDRESS 3. FIRM PHONE NUMBER 4. FIRM FAX NUMBER 5. FIRM E-MAIL ADDRESS 6. FIRM WEBSITE 7. REPORT FOR YEAR ENDING 8. REPORT FOR YEAR ENDING 9. REPORT FOR YEAR ENDING 10. REPORT FOR YEAR ENDING 11. REPORT FOR YEAR ENDING 12. REPORT FOR YEAR ENDING 13. BOARD/COMMITTEE REPORTING PERIOD 14. BOARD/COMMITTEE REPORTING PERIOD 15. BOARD/COMMITTEE REPORTING PERIOD 16. BOARD/COMMITTEE REPORTING PERIOD 17. BOARD/COMMITTEE REPORTING PERIOD 18. BOARD/COMMITTEE REPORTING PERIOD 19. BOARD/COMMITTEE REPORTING PERIOD 20. BOARD/COMMITTEE REPORTING PERIOD 21. BOARD/COMMITTEE REPORTING PERIOD 22. BOARD/COMMITTEE REPORTING PERIOD 23. BOARD/COMMITTEE REPORTING PERIOD 24. SIGNATURE 25. PHONE NUMBER											
C. FINANCIAL INFORMATION 1. FIRM NAME 2. FIRM ADDRESS 3. FIRM PHONE NUMBER 4. FIRM FAX NUMBER 5. FIRM E-MAIL ADDRESS 6. FIRM WEBSITE 7. REPORT FOR YEAR ENDING 8. REPORT FOR YEAR ENDING 9. REPORT FOR YEAR ENDING 10. REPORT FOR YEAR ENDING 11. REPORT FOR YEAR ENDING 12. REPORT FOR YEAR ENDING 13. BOARD/COMMITTEE REPORTING PERIOD 14. BOARD/COMMITTEE REPORTING PERIOD 15. BOARD/COMMITTEE REPORTING PERIOD 16. BOARD/COMMITTEE REPORTING PERIOD 17. BOARD/COMMITTEE REPORTING PERIOD 18. BOARD/COMMITTEE REPORTING PERIOD 19. BOARD/COMMITTEE REPORTING PERIOD 20. BOARD/COMMITTEE REPORTING PERIOD 21. BOARD/COMMITTEE REPORTING PERIOD 22. BOARD/COMMITTEE REPORTING PERIOD 23. BOARD/COMMITTEE REPORTING PERIOD 24. SIGNATURE 25. PHONE NUMBER											
D. SPECIAL REPORTING INFORMATION 1. FIRM NAME 2. FIRM ADDRESS 3. FIRM PHONE NUMBER 4. FIRM FAX NUMBER 5. FIRM E-MAIL ADDRESS 6. FIRM WEBSITE 7. REPORT FOR YEAR ENDING 8. REPORT FOR YEAR ENDING 9. REPORT FOR YEAR ENDING 10. REPORT FOR YEAR ENDING 11. REPORT FOR YEAR ENDING 12. REPORT FOR YEAR ENDING 13. BOARD/COMMITTEE REPORTING PERIOD 14. BOARD/COMMITTEE REPORTING PERIOD 15. BOARD/COMMITTEE REPORTING PERIOD 16. BOARD/COMMITTEE REPORTING PERIOD 17. BOARD/COMMITTEE REPORTING PERIOD 18. BOARD/COMMITTEE REPORTING PERIOD 19. BOARD/COMMITTEE REPORTING PERIOD 20. BOARD/COMMITTEE REPORTING PERIOD 21. BOARD/COMMITTEE REPORTING PERIOD 22. BOARD/COMMITTEE REPORTING PERIOD 23. BOARD/COMMITTEE REPORTING PERIOD 24. SIGNATURE 25. PHONE NUMBER											

[79 FR 59601, Oct. 2, 2014]

Appendix C to Part 26—DBE Business Development Program Guidelines

The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from the recipient.

(A) Each firm that participates in a recipient's business development program (BDP) program is subject to a program term determined by the recipient. The term should consist of two stages; a developmental stage and a transitional stage.

(B) In order for a firm to remain eligible for program participation, it must continue to meet all eligibility criteria contained in part 26.

(C) By no later than 6 months of program entry, the participant should develop and submit to the recipient a comprehensive business plan setting forth the participant's business targets, objectives and goals. The participant will not be eligible for program benefits until such business plan is submitted and approved by the recipient. The approved business plan will constitute the participant's short and long term goals and the strategy for developmental growth to the point of economic viability in non-traditional areas of work and/or work outside the DBE program.

(D) The business plan should contain at least the following:

(1) An analysis of market potential, competitive environment and other business analyses estimating the program participant's prospects for profitable operation during the term of program participation and after graduation from the program.

(2) An analysis of the firm's strengths and weaknesses, with particular attention paid to the means of correcting any financial, managerial, technical, or labor conditions which could impede the participant from receiving contracts other than those in traditional areas of DBE participation.

(3) Specific targets, objectives, and goals for the business development of the participant during the next two years, utilizing the results of the analysis conducted pursuant to paragraphs (C) and (D)(1) of this appendix;

(4) Estimates of contract awards from the DBE program and from other sources which are needed to meet the objectives and goals for the years covered by the business plan; and

(5) Such other information as the recipient may require.

(E) Each participant should annually review its currently approved business plan with the recipient and modify the plan as may be appropriate to account for any changes in the firm's structure and redefined needs. The currently approved plan should be considered the applicable plan for all program purposes until the recipient approves in writing a modified plan. The recipient should establish an anniversary date for review of the participant's business plan and contract forecasts.

(F) Each participant should annually forecast in writing its need for contract awards for the next program year and the succeeding program year during the review of its business plan conducted under paragraph (E) of this appendix. Such forecast should be included in the participant's business plan. The forecast should include:

(1) The aggregate dollar value of contracts to be sought under the DBE program, reflecting compliance with the business plan;

(2) The aggregate dollar value of contracts to be sought in areas other than traditional areas of DBE participation;

(3) The types of contract opportunities being sought, based on the firm's primary line of business; and

(4) Such other information as may be requested by the recipient to aid in providing effective business development assistance to the participant.

(G) Program participation is divided into two stages; (1) a developmental stage and (2) a transitional stage. The developmental stage is designed to assist participants to overcome their social and economic disadvantage by providing such assistance as may be necessary and appropriate to enable them to access relevant markets and strengthen their financial and managerial skills. The transitional stage of program participation follows the developmental stage and is designed to assist participants to overcome, insofar as practical, their social and economic disadvantage and to prepare the participant for leaving the program.

(H) The length of service in the program term should not be a pre-set time frame for either the developmental or transitional stages but should be figured on the number of years considered necessary in normal progression of achieving the firm's established goals and objectives. The setting of such time could be factored on such items as, but not limited to, the number of contracts, aggregate amount of the contract received, years in business, growth potential, etc.

(I) Beginning in the first year of the transitional stage of program participation, each participant should annually submit for inclusion in its business plan a transition management plan outlining specific steps to promote profitable business operations in areas other than traditional areas of DBE participation after graduation from the program. The transition management plan should be submitted to the recipient at the same time other modifications are submitted pursuant to the annual review under paragraph (E) of this section. The plan should set forth the same information as required under paragraph (F) of steps the participant will take to continue its business development after the expiration of its program term.

(J) When a participant is recognized as successfully completing the program by substantially achieving the targets, objectives and goals set forth in its program term, and has demonstrated the ability to compete in the marketplace, its further participation within the program may be determined by the recipient.

(K) In determining whether a concern has substantially achieved the goals and objectives of its business plan, the following factors, among others, should be considered by the recipient:

(1) Profitability;

(2) Sales, including improved ratio of non-traditional contracts to traditional-type contracts;

(3) Net worth, financial ratios, working capital, capitalization, access to credit and capital;

(4) Ability to obtain bonding;

(5) A positive comparison of the DBE's business and financial profile with profiles of non-DBE businesses in the same area or similar business category; and

(6) Good management capacity and capability.

(L) Upon determination by the recipient that the participant should be graduated from the developmental program, the recipient should notify the participant in writing of its intent to graduate the firm in a letter of notification. The letter of notification should set forth findings, based on the facts, for every material issue relating to the basis of the program graduation with specific reasons for each finding. The letter of notification should also provide the participant 45 days from the date of service of the letter to submit in writing information that would explain why the proposed basis of graduation is not warranted.

(M) Participation of a DBE firm in the program may be discontinued by the recipient prior to expiration of the firm's program term for good cause due to the failure of the firm to engage in business practices that will promote its competitiveness within a reasonable period of time as evidenced by, among other indicators, a pattern of inadequate performance or unjustified delinquent performance. Also, the recipient can discontinue the participation of a firm that does not actively pursue and bid on contracts, and a firm that, without justification, regularly fails to respond to solicitations in the type of work it is qualified for and in the geographical areas where it has indicated availability under its approved business plan. The recipient should take such action if over a 2-year period a DBE firm exhibits such a pattern.

Appendix D to Part 26—Mentor-Protégé Program Guidelines

(A) The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms. To operate a mentor-protégé program, a recipient must obtain the approval of the concerned operating administration.

(B)(1) Any mentor-protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. The formal mentor-protégé agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the mentor for specific training and assistance to the protégé through the life of the agreement. Services provided by the mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient may establish a line item for the mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the protégé is working on the contract. The total individual contract figures accumulated over the life of the agreement shall not exceed the amount stipulated in the original mentor/protégé agreement.

(C) DBEs involved in a mentor-protégé agreement must be independent business entities which meet the requirements for certification as defined in subpart D of this part. A protégé firm must be certified *before* it begins participation in a mentor-protégé arrangement. If the recipient chooses to recognize mentor/protégé agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/ subcontractor mentor-protégé agreement.

Appendix E to Part 26—Individual Determinations of Social and Economic Disadvantage

The following guidance is adapted, with minor modifications, from SBA regulations concerning social and economic disadvantage determinations (see 13 CFR 124.103(c) and 124.104).

SOCIAL DISADVANTAGE

I. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control. Evidence of individual social disadvantage must include the following elements:

(A) At least one objective distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, disability, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged;

(B) Personal experiences of substantial and chronic social disadvantage in American society, not in other countries; and

(C) Negative impact on entry into or advancement in the business world because of the disadvantage. Recipients will consider any relevant evidence in assessing this element. In every case, however, recipients will consider education, employment and business history, where applicable, to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

(1) *Education.* Recipients will consider such factors as denial of equal access to institutions of higher education and vocational training, exclusion from social and professional association with students or teachers, denial of educational honors rightfully earned, and social patterns or pressures which discouraged the individual from pursuing a professional or business education.

(2) *Employment.* Recipients will consider such factors as unequal treatment in hiring, promotions and other aspects of professional advancement, pay and fringe benefits, and other terms and conditions of employment; retaliatory or discriminatory behavior by an employer or labor union; and social patterns or pressures which have channeled the individual into non-professional or non-business fields.

(3) *Business history.* The recipient will consider such factors as unequal access to credit or capital, acquisition of credit or capital under commercially unfavorable circumstances, unequal treatment in opportunities for government contracts or other work, unequal treatment by potential customers and business associates, and exclusion from business or professional organizations.

II. With respect to paragraph I.(A) of this appendix, the Department notes that people with disabilities have disproportionately low incomes and high rates of unemployment. Many physical and attitudinal barriers remain to their full participation in education, employment, and business opportunities available to the general public. The Americans with Disabilities Act (ADA) was passed in recognition of the discrimination faced by people with disabilities. It is plausible that many individuals with disabilities—especially persons with severe disabilities (e.g., significant mobility, vision, or hearing impairments)—may be socially and economically disadvantaged.

III. Under the laws concerning social and economic disadvantage, people with disabilities are not a group presumed to be disadvantaged. Nevertheless, recipients should look carefully at individual showings of disadvantage by individuals with disabilities, making a case-by-case judgment about whether such an individual meets the criteria of this appendix. As public entities subject to Title II of the ADA, recipients must also ensure their DBE programs are accessible to individuals with disabilities. For example, physical barriers or the lack of application and information materials in accessible formats cannot be permitted to thwart the access of potential applicants to the certification process or other services made available to DBEs and applicants.

ECONOMIC DISADVANTAGE

(A) *General.* Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

(B) *Submission of narrative and financial information.* (1) Each individual claiming economic disadvantage must describe the conditions which are the basis for the claim in a narrative statement, and must submit personal financial information.

(2) [Reserved]

(C) *Factors to be considered.* In considering diminished capital and credit opportunities, recipients will examine factors relating to the personal financial condition of any individual claiming disadvantaged status, including personal income for the past two years (including bonuses and the value of company stock given in lieu of cash), personal net worth, and the fair market value of all assets, whether encumbered or not. Recipients will also consider the financial condition of the applicant compared to the financial profiles of small businesses in the same primary industry classification, or, if not available, in similar lines of business, which are not owned and controlled by socially and economically disadvantaged individuals in evaluating the individual's access to credit and capital. The financial profiles that recipients will compare include total assets, net sales, pre-tax profit, sales/working capital ratio, and net worth.

(D) *Transfers within two years.* (1) Except as set forth in paragraph (D)(2) of this appendix, recipients will attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, or to a trust, a beneficiary of which is an


immediate family member, for less than fair market value, within two years prior to a concern's application for participation in the DBE program, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual's education, medical expenses, or some other form of essential support.

(2) Recipients will not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.

(3) In determining an individual's access to capital and credit, recipients may consider any assets that the individual transferred within such two-year period described by paragraph (D)(1) of this appendix that are not considered in evaluating the individual's assets and net worth (e.g., transfers to charities).

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35559, June 16, 2003]

Appendix F to Part 26—Uniform Certification Application Form



Appendix F

UNIFORM CERTIFICATION APPLICATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
49 C.F.R. Parts 23 and 26

Roadmap for Applicants

1. Should I apply?
You may be eligible to participate in the DBE/ACDBE program if:

- The firm is a for-profit business that performs or seeks to perform transportation related work (or a concession activity) for a recipient of Federal Transit Administration, Federal Highway Administration, or Federal Aviation Administration funds.
- The firm is at least 51% owned by a socially and economically disadvantaged individual(s) who also controls it.
- The firm's disadvantaged owners are U.S. citizens or lawfully admitted permanent residents of the U.S.
- The firm meets the Small Business Administration's size standard and does not exceed \$23.98 million in gross annual receipts for DBE (\$52.47 million for ACDBEs). (Other size standards apply for ACDBE that are banks/financial institutions, car rental companies, pay telephone firms, and automobile dealers.)

2. How do I apply?
First time applicants for DBE certification must complete and submit this certification application and related material to the certifying agency in your home state and participate in an on-site interview conducted by that agency. The attached document checklist can help you locate the items you need to submit to the agency with your completed application. If you fail to submit the required documents, your application may be delayed and/or denied. Firms already certified as a DBE do not have to complete this form, but may be asked by certifying agencies outside of your home state to provide a copy of your initial application form, supporting documents, and any other information you submitted to your home state to obtain certification or to any other state related to your certification.

3. Where can I send my application? **[INSERT UCP PARTICIPATING MEMBER CONTACT INFORMATION]**

4. Who will contact me about my application and what are the eligibility standards?
The DBE and ACDBE Programs require that all U.S. Department of Transportation (DOT) recipients of federal assistance participate in a statewide Unified Certification Program (UCP). The UCP is a one-stop certification program that eliminates the need for your firm to obtain certification from multiple certifying agencies within your state. The UCP is responsible for certifying firms and maintaining a database of certified DBEs and ACDBEs for DOT grantees, pursuant to the eligibility standards found in 49 C.F.R. Parts 23 and 26.

5. Where can I find more information?
U.S. DOT—<https://www.civilrights.dot.gov/> (This site provides useful links to the rules and regulations governing the DBE/ACDBE program, questions and answers, and other pertinent information)

SBA—Small Business Size Standards matched to the North American Industry Classification System (NAICS): <http://www.coms.gov/eos/www/naics/> and <http://www.sba.gov/content/table-small-business-size-standards>.

In collecting the information requested by this form, the Department of Transportation (Department) complies with the provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Privacy Act provides comprehensive protections for your personal information. This includes how information is collected, used, stored, and discarded. Your information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Department's Disadvantaged Business Enterprise Program as defined in 49 CFR [26.5 and the Airport Concession Disadvantaged Business Enterprise Program as defined in 49 CFR [23.3. You may review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477).

Under 49 C.F.R. [26.107, dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 2 CFR Parts 180 and 1205, Nonprocurement Suspension and Debarment, take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.



**INSTRUCTIONS FOR COMPLETING THE
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
UNIFORM CERTIFICATION APPLICATION**

NOTE: All participating firms must be for-profit enterprises. If your firm is not for profit, then you do NOT qualify for the DBE/ACDBE program and should not complete this application. If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

Section 1: CERTIFICATION INFORMATION

A. Basic Contact Information

- (1) Enter the contact name and title of the person completing this application and the person who will serve as your firm's contact for this application.
- (2) Enter the legal name of your firm, as indicated in your firm's Articles of Incorporation or charter.
- (3) Enter the primary phone number of your firm.
- (4) Enter a secondary phone number, if any.
- (5) Enter your firm's fax number, if any.
- (6) Enter the contact person's email address.
- (7) Enter your firm's website addresses, if any.
- (8) Enter the street address of the firm where its offices are physically located (not a P.O. Box).
- (9) Enter the mailing address of your firm, if it is different from your firm's street address.

B. Prior/Other Certifications and Applications

- (10) Check the appropriate box indicating whether your firm is currently certified in the DBE/ACDBE program, and provide the name of the certifying agency that certified your firm. List the dates of any site visits conducted by your home state and any other states or UCP members. Also provide the names of state/UCP members that conducted the review.
- (11) Indicate whether your firm or any of the persons listed has ever been denied certification as a DBE, 8(a), or Small Disadvantaged Business (SDB) firm, or state and local MBE/WBE firm. Indicate if the firm has ever been decertified from one of these programs. Indicate if the application was withdrawn or whether the firm was debarred, suspended, or otherwise had its bidding privileges denied or restricted by any state or local agency, or Federal entity. If your answer is yes, identify the name of the agency, and explain fully the nature of the action in the space provided. Indicate if you have ever appealed this decision to the Department and if so, attach a copy of USDOT's final agency decision(s).

Section 2: GENERAL INFORMATION

A. Business profile:

- (1) Give a concise description of the firm's primary activities, the product(s) or services the company provides, or type of construction. If your company offers more than one product/service, list primary product or service first (attach additional sheets if necessary). This description may be used in our UCP online directory if you are certified as a DBE.

- (2) If you know the appropriate NAICS Code for the line(s) of work you identified in your business profile, enter the codes in the space provided.
- (3) State the date on which your firm was established as stated in your firm's Articles of Incorporation or charter.
- (4) State the date each person became a firm owner.
- (5) Check the appropriate box describing the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.
- (6) Check the appropriate box that indicates whether your firm is "for profit." If you checked "No," then you do NOT qualify for the DBE/ACDBE program and should not complete this application. All participating firms must be for-profit enterprises. If the firm is a for-profit enterprise, provide the Federal Tax ID number as stated on your firm's Federal tax return.
- (7) Check the appropriate box that describes the type of legal business structure of your firm, as indicated in your firm's Articles of Incorporation or similar document. Identify all joint venture partners if applicable. If you checked "Other," briefly explain in the space provided.
- (8) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time, part-time, and seasonal basis. Attach a list of employees, their job titles, and dates of employment, to your application.
- (9) Specify the firm's gross receipts for each of the past three years, as stated in your firm's filed Federal tax returns. You must submit complete copies of the firm's Federal tax returns for each year. If there are any affiliates or subsidiaries of the applicant firm or owners, you must provide these firms' gross receipts and submit complete copies of these firm(s) Federal tax returns. Affiliation is defined in 49 C.F.R. §26.5 and 13 C.F.R. Part 121.

B. Relationships and Dealings with Other Businesses

- (1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, financing or any office staff and/or employees with any other business, organization or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and fully explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or



oral agreement. Provide an explanation of any items shared with other firms in the space provided.

- (2) Check the appropriate box indicating whether any other firm currently has or had an ownership interest in your firm at present or at any time in the past. If you checked yes, please explain.
- (3) Check the appropriate box that indicates whether at present or at any time in the past your firm:
 - (a) ever existed under different ownership, a different type of ownership, or a different name;
 - (b) existed as a subsidiary of any other firm;
 - (c) existed as a partnership in which one or more of the partners are/were other firms;
 - (d) owned any percentage of any other firm; and
 - (e) had any subsidiaries of its own.
- (f) served as a subcontractor with another firm constituting more than 25% of your firm's receipts.

If you answered "Yes" to any of the questions in (3)(a-f), you may be asked to explain the arrangement in detail.

Section 3: MAJORITY OWNER INFORMATION

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each owner):

A. Identify the majority owner of the firm holding 51% or more ownership interest

- (1) Enter the full name of the owner.
- (2) Enter his/her title or position within your firm.
- (3) Give his/her home phone number.
- (4) Enter his/her home (street) address.
- (5) Indicate this owner's gender.
- (6) Identify the owner's ethnic group membership. If you checked "Other," specify this owner's ethnic group identity not otherwise listed.
- (7) Check the appropriate box to indicate whether this owner is a U.S. citizen or a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner.
- (8) Enter the number of years during which this owner has been an owner of your firm.
- (9) Indicate the percentage of the total ownership this person holds and the date acquired, including (if appropriate), the class of stock owned.
- (10) Indicate the dollar value of this owner's initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment. Describe how you acquired your business and attach documentation substantiating this investment.

B. Additional Owner Information

- (1) Describe the familial relationship of this owner to each other owner of your firm and employees.
- (2) Indicate whether this owner performs a management or supervisory function for any other business. If you

checked "Yes," state the name of the other business and this owner's function/title held in that business.

- (3) (a) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked "Yes," identify the name of the other business, the nature of the business relationship, and the owner's function at the firm.
 - (b) If the owner works for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week, please identify this activity.
- (4) (a) Provide the personal net worth of the owner applying for certification in the space provided. Complete and attach the accompanying "Personal Net Worth Statement for DBE/ACDBE Program Eligibility" with your application. Note, complete this section and accompanying statement only for each owner applying for DBE qualification (i.e., for each owner claiming to be socially and economically disadvantaged).
 - (b) Check the appropriate box that indicates whether any trust has been created for the benefit of the disadvantaged owner(s). If you answered "Yes," you may be asked to provide a copy of the trust instrument.
- (5) Check the appropriate to indicate whether any of your immediate family members, managers, or employees, own, manage, or are associated with another company. Immediate family member is defined in 49 C.F.R. §26.5. If you answered "Yes," provide the name of each person, your relationship to them, the name of the company, the type of business, and whether they own or manage the company.

Section 4: CONTROL

A. Identify the firm's Officers and Board of Directors

- (1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer.
- (2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm's Board of Directors.
- (3) Check the appropriate box to indicate whether any of your firm's officers and/or directors listed above performs a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (4) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm (e.g., ownership interest, shared office space, financial investments, equipment leases, personnel sharing, etc.) If you answered "Yes," identify the name of the firm, the individual's name, and the nature of his/her business relationship with that other firm.



B. Duties of Owners, Officers, Directors, Managers and Key Personnel

(1), (2) Specify the roles of the majority and minority owners, directors, officers, and managers, and key personnel who control the functions listed for the business. Submit resumes for each owner and non-owner identified below. State the name of the individual, title, race and gender and percentage ownership if any. Circle the frequency of each person's involvement as follows: "always, frequently, seldom, or never" in each area.

Indicate whether any of the persons listed in this section perform a management or supervisory function for any other business. Identify the person, business, and their title/function. Identify if any of the persons listed above own or work for any other firm(s) that has a relationship with this firm (e.g. ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) If you answered "Yes," describe the nature of his/her business relationship with that other firm.

C. Inventory: Indicate firm inventory in these categories:

(1) Equipment and Vehicles

State the make and model, and current dollar value of each piece of equipment and motor vehicle held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm or owner, whether it is used as collateral, and where this item is stored.

(2) Office Space

State the street address of each office space held and/or used by your firm. Indicate whether your firm or owner owns or leases the office space and the current dollar value of that property or its lease.

(3) Storage Space

State the street address of each storage space held and/or used by your firm. Indicate whether your firm or owner owns or leases the storage space and the current dollar value of that property or its lease. Provide a signed lease agreement for each property.

D. Does your firm rely on any other firm for management functions or employee payroll?

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," you may be asked to explain the nature of that reliance and the extent to which the other firm carries out such functions.

E. Financial / Banking Information

Banking Information. State the name, City and State of your firm's bank. In the space provided, identify the persons able to sign checks on this account. Provide bank authorization and signature cards.

Bonding Information. State your firm's bonding limits (in dollars), specifying both the aggregate and project limits.

F. Sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms guaranteeing the loan.

State the name and address of each source, the name of person securing the loan, original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm. Provide copies of signed loan agreements and security agreements.

G. Contributions or transfers of assets to from your firm and to/from any of its owners or another individual over the past two years:

Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

H. Current licenses/permits held by any owner or employee of your firm.

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and issuing State of the license or permit. Attach copies of licenses, license renewal forms, permits, and local authority forms.

I. Largest contracts completed by your firm in the past three years, if any.

List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

J. Largest active jobs on which your firm is currently working.

For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

AIRPORT CONCESSION (ACDBE) APPLICANTS

Identify the concession space, address and location at the airport, the value of the property or lease, and fees/lease payments paid to the airport. Provide information concerning any other airport concession businesses the applicant firm or any affiliate owns and/or operates, including name, location, type of concession, and start date of the concession enterprise.

AFFIDAVIT & SIGNATURE

The Affidavit of Certification must accompany your application for certification. Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.

Section 1: CERTIFICATION INFORMATION



A. Basic Contact Information

(1) Contact person and Title: _____ (2) Legal name of firm: _____
(3) Phone #: () - - (4) Other Phone #: () - - (5) Fax #: () - -
(6) E-mail: _____ (7) Firm Websites: _____
(8) Street address of firm (No P.O. Box): City: _____ County/Parish: _____ State: _____ Zip: _____
(9) Mailing address of firm (if different): City: _____ County/Parish: _____ State: _____ Zip: _____

B. Prior/Other Certifications and Applications

(10) Is your firm currently certified for any of the following U.S. DOT programs?
 DBE ACDBE Names of certifying agencies: _____

Ⓢ If you are certified in your home state as a DBE/ACDBE, you do not have to complete this application for other states. Ask your state UCP about the interstate certification process.

List the dates of any site visits conducted by your home state and any other states or UCP members:

Date ___/___/___ State/UCP Member: _____ Date ___/___/___ State/UCP Member: _____

(11) Indicate whether the firm or any persons listed in this application have ever been:

- (a) Denied certification or decertified as a DBE, ACDBE, 8(a), SDB, MBE/WBE firm? Yes No
- (b) Withdrawn an application for these programs, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity? Yes No

If yes, explain the nature of the action. (If you appealed the decision to DOT or another agency, attach a copy of the decision.)

Section 2: GENERAL INFORMATION

A. Business Profile: (1) Give a concise description of the firm's primary activities and the product(s) or service(s) it provides. If your company offers more than one product/service, list the primary product or service first. Please use additional paper if necessary. This description may be used in our database and the UCP online directory if you are certified as a DBE or ACDBE.

(2) Applicable NAICS Codes for this line of work include: _____
(3) This firm was established on ___/___/___ (4) I/We have owned this firm since: ___/___/___
(5) Method of acquisition (Check all that apply):
 Started new business Bought existing business Inherited business Secured concession
 Merger or consolidation Other (explain) _____

(6) Is your firm "for profit"? Yes No → **STOP!** If your firm is NOT for-profit, then you do NOT qualify for this program and should not fill out this application.



Federal Tax ID# _____

(7) Type of Legal Business Structure: (check all that apply):

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Applying as an ACDBE
- Limited Liability Partnership
- Corporation
- Joint Venture (Identify all JV partners _____)
- Other. Describe _____

(8) Number of employees: Full-time _____ Part-time _____ Seasonal _____ Total _____
(Provide a list of employees, their job titles, and dates of employment, to your application).

(9) Specify the firm's gross receipts for the last 3 years. (Submit complete copies of the firm's Federal tax returns for each year. If there are affiliates or subsidiaries of the applicant firm or owners, you must submit complete copies of these firms' Federal tax returns).

Year _____ Gross Receipts of Applicant Firm \$ _____ Gross Receipts of Affiliate Firms \$ _____
Year _____ Gross Receipts of Applicant Firm \$ _____ Gross Receipts of Affiliate Firms \$ _____
Year _____ Gross Receipts of Applicant Firm \$ _____ Gross Receipts of Affiliate Firms \$ _____

B. Relationships and Dealings with Other Businesses

(1) Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office or storage space, yard, warehouse, facilities, equipment, inventory, financing, office staff, and/or employees with any other business, organization, or entity? Yes No
If Yes, explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or oral agreement. Also detail the items shared.

(2) Has any other firm had an ownership interest in your firm at present or at any time in the past? Yes No If Yes, explain _____

(3) At present, or at any time in the past, has your firm:
(a) Ever existed under different ownership, a different type of ownership, or a different name? Yes No
(b) Existed as a subsidiary of any other firm? Yes No
(c) Existed as a partnership in which one or more of the partners are/were other firms? Yes No
(d) Owned any percentage of any other firm? Yes No
(e) Had any subsidiaries? Yes No
(f) Served as a subcontractor with another firm constituting more than 25% of your firm's receipts? Yes No

(If you answered "Yes" to any of the questions in (2) and/or (3)(a)-(f), you may be asked to provide further details and explain whether the arrangement continues).

Section 3: MAJORITY OWNER INFORMATION



A. Identify the majority owner of the firm holding 51% or more ownership interest.

(1) Full Name: _____ (2) Title: _____ (3) Home Phone #: _____
 () - _____

(4) Home Address (Street and Number): _____ City: _____ State: _____ Zip: _____

(5) Gender: Male Female

(6) Ethnic group membership (Check all that apply):

Black Hispanic
 Asian Pacific Native American
 Subcontinent Asian
 Other (specify) _____

(7) U.S. Citizenship:

U.S. Citizen
 Lawfully Admitted Permanent Resident

(8) Number of years as owner: _____

(9) Percentage owned: _____ %
 Class of stock owned: _____
 Date acquired: _____

(10) Initial investment to acquire ownership interest in firm:	Type	Dollar Value
	Cash	\$ _____
	Real Estate	\$ _____
	Equipment	\$ _____
	Other	\$ _____

Describe how you acquired your business:

Started business myself
 It was a gift from: _____
 I bought it from: _____
 I inherited it from: _____
 Other _____

(Attach documentation substantiating your investment)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

(2) Does this owner perform a management or supervisory function for any other business? Yes No
 If Yes, identify: Name of Business: _____ Function/Title: _____

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.) Yes No
 Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity: _____

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? \$ _____

(b) Has any trust been created for the benefit of this disadvantaged owner(s)? Yes No
 (If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? Yes No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage the company: (Please attach extra sheets, if needed): _____

Section 3: OWNER INFORMATION, Cont'd.



A. Identify all individuals, firms, or holding companies that hold LESS THAN 51% ownership interest in the firm (Attach separate sheets for each additional owner)

(1) Full Name: _____ (2) Title: _____ (3) Home Phone #: _____
 () _____ - _____

(4) Home Address (Street and Number): _____ City: _____ State: _____ Zip: _____

(5) Gender: Male Female

(6) Ethnic group membership (Check all that apply)

Black Hispanic
 Asian Pacific Native American
 Subcontinent Asian
 Other (specify) _____

(7) U.S. Citizenship:

U.S. Citizen
 Lawfully Admitted Permanent Resident

(8) Number of years as owner: _____

(9) Percentage owned: _____ %
 Class of stock owned: _____
 Date acquired: _____

(10) Initial investment to acquire ownership interest in firm:

Type	Dollar Value
Cash	\$ _____
Real Estate	\$ _____
Equipment	\$ _____
Other	\$ _____

Describe how you acquired your business:

Started business myself
 It was a gift from: _____
 I bought it from: _____
 I inherited it from: _____
 Other: _____

(Attach documentation substantiating your investment)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

(2) Does this owner perform a management or supervisory function for any other business? Yes No
 If Yes, identify: Name of Business: _____ Function/Title: _____

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personal sharing, etc.) Yes No
 Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity: _____

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? \$ _____

(b) Has any trust been created for the benefit of this disadvantaged owner(s)? Yes No
 (If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? Yes No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage: (Please attach extra sheets, if needed): _____

Section 4: CONTROL



A. Identify your firm's Officers and Board of Directors (If additional space is required, attach a separate sheet).

	Name	Title	Date Appointed	Ethnicity	Gender
(1) Officers of the Company	(a)				
	(b)				
	(c)				
	(d)				
(2) Board of Directors	(a)				
	(b)				
	(c)				
	(d)				

(3) Do any of the persons listed above perform a management or supervisory function for any other business?
 Yes No If Yes, identify for each:

Person: _____ Title: _____
 Business: _____ Function: _____

Person: _____ Title: _____
 Business: _____ Function: _____

(4) Do any of the persons listed in section A above own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)
 Yes No If Yes, identify for each:

Firm Name: _____ Person: _____
 Nature of Business Relationship: _____

B. Duties of Owners, Officers, Directors, Managers, and Key Personnel

I. (Identify your firm's management personnel who control your firm in the following areas (Attach separate sheets as needed).)

A = Always F = Frequently	S = Seldom N = Never	Majority Owner (51% or more)				Minority Owner (49% or less)			
		Name:	Title:	Percent Owned:		Name:	Title:	Percent Owned:	
		A	F	S	N	A	F	S	N
Sets policy for company direction/scope of operations		A	F	S	N	A	F	S	N
Bidding and estimating		A	F	S	N	A	F	S	N
Major purchasing decisions		A	F	S	N	A	F	S	N
Marketing and sales		A	F	S	N	A	F	S	N
Supervises field operations		A	F	S	N	A	F	S	N
Attend bid opening and lettings		A	F	S	N	A	F	S	N
Perform office management (billing, accounts receivable/payable, etc.)		A	F	S	N	A	F	S	N
Hires and fires management staff		A	F	S	N	A	F	S	N
Hire and fire field staff or crew		A	F	S	N	A	F	S	N
Designates profits spending or investment		A	F	S	N	A	F	S	N
Obligates business by contract credit		A	F	S	N	A	F	S	N
Purchase equipment		A	F	S	N	A	F	S	N
Signs business checks		A	F	S	N	A	F	S	N

2. Complete for all Officers, Directors, Managers, and Key Personnel who control the following functions for the firm. (Attach separate sheets as needed).

A= Always S = Seldom F = Frequently N = Never	Officer/Director/Manager/Key Personnel				Officer/Director/Manager/Key Personnel			
	Name: _____ Title: _____ Race and Gender: _____ Percent Owned: _____				Name: _____ Title: _____ Race and Gender: _____ Percent Owned: _____			
Sets policy for company direction/scope of operations	A	F	S	N	A	F	S	N
Bidding and estimating	A	F	S	N	A	F	S	N
Major purchasing decisions	A	F	S	N	A	F	S	N
Marketing and sales	A	F	S	N	A	F	S	N
Supervises field operations	A	F	S	N	A	F	S	N
Attend bid opening and lettings	A	F	S	N	A	F	S	N
Perform office management (billing, accounts receivable/payable, etc.)	A	F	S	N	A	F	S	N
Hires and fires management staff	A	F	S	N	A	F	S	N
Hire and fire field staff or crew	A	F	S	N	A	F	S	N
Designates profits spending or investment	A	F	S	N	A	F	S	N
Obligates business by contract/credit	A	F	S	N	A	F	S	N
Purchase equipment	A	F	S	N	A	F	S	N
Signs business checks	A	F	S	N	A	F	S	N

Do any of the persons listed in B1 or B2 perform a management or supervisory function for any other business? If Yes, identify the person, the business, and their title/function: _____

Do any of the persons listed above own or work for any other firm(s) that has a relationship with this firm? (e.g. ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) If Yes, describe the nature of the business relationship: _____

C. Inventory: Indicate your firm's inventory in the following categories (Please attach additional sheets if needed):

1. Equipment and Vehicles

Make and Model	Current Value	Owned or Leased by Firm or Owner?	Used as collateral?	Where is item stored?
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				

2. Office Space

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease



3. Storage Space *(Provide signed lease agreements for the properties listed)*

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease
----------------	--------------------------------------	------------------------------------

D. Does your firm rely on any other firm for management functions or employee payroll? Yes No

E. Financial/Banking Information *(Provide bank authorization and signature cards)*

Name of bank: _____ City and State: _____
The following individuals are able to sign checks on this account: _____

Name of bank: _____ City and State: _____
The following individuals are able to sign checks on this account: _____

Bonding Information: If you have bonding capacity, identify the firm's bonding aggregate and project limits:
Aggregate limit \$ _____ Project limit \$ _____

F. Identify all sources, amounts, and purposes of money loaned to your firm including from financial institutions. Identify whether you the owner and any other person or firm loaned money to the applicant DBE/ACDBE. Include the names of any persons or firms guaranteeing the loan, if other than the listed owner. (Provide copies of signed loan agreements and security agreements).

Name of Source	Address of Source	Name of Person Guaranteeing the Loan	Original Amount	Current Balance	Purpose of Loan
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years (Attach additional sheets if needed):

Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____

H. List current licenses/permits held by any owner and/or employee of your firm
(e.g. contractor, engineer, architect, etc.) (Attach additional sheets if needed):

Name of License/Permit Holder	Type of License/Permit	Expiration Date	State
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____



I. List the three largest contracts completed by your firm in the past three years, if any:

Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

J. List the three largest active jobs on which your firm is currently working:

Name of Prime Contractor and Project Number	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____

AIRPORT CONCESSION (ACDBE) APPLICANTS ONLY MUST COMPLETE THIS SECTION

Identify the following information concerning the ACDBE applicant firm:

<u>Concession Space</u>	<u>Address / Location at Airport</u>	<u>Value of Property or Lease</u>	<u>Fees/Lease Payments Paid to the Airport</u>

Provide information concerning any other airport concession businesses the applicant firm or any affiliate owns and/or operates, including name, location, type of concession, and start date of concession

<u>Name of Concession</u>	<u>Location</u>	<u>Type of Concession</u>	<u>Start Date of Concession</u>



AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed),
swear or affirm under penalty of law that I am _____
(title) of the applicant firm _____ and that I

have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its place(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract, subcontract, concession lease or sublease, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership changes, address/telephone number, personal net worth exceeding \$1.32 million, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise or Airport Concession Disadvantaged Business Enterprise. In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s): (Check all that apply):

- Female Black American Hispanic American
- Native American Asian-Pacific American
- Subcontinent Asian American Other (specify) _____

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$1.32 million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Signature _____ (DBE/ACDBE Applicant) _____ (Date)

NOTARY CERTIFICATE



UNIFORM CERTIFICATION APPLICATION SUPPORTING DOCUMENTS CHECKLIST

In order to complete your application for DBE or ACDBE certification, you must attach copies of all of the following REQUIRED documents. A failure to supply any information requested by the UCP may result in your firm denied DBE/ACDBE certification.

Required Documents for All Applicants

- Resumes (that include places of employment with corresponding dates), for all owners, officers, and key personnel of the applicant firm
- Personal Net Worth Statement for each socially and economically disadvantaged owners comprising 51% or more of the ownership percentage of the applicant firm.
- Personal Federal tax returns for the past 3 years, if applicable, for each disadvantaged owner
- Federal tax returns (and requests for extensions) filed by the firm and its affiliates with related schedules, for the past 3 years.
- Documented proof of contributions used to acquire ownership for each owner (e.g., both sides of cancelled checks)
- Signed loan and security agreements, and bonding forms
- List of equipment and/or vehicles owned and leased including VIN numbers, copy of titles, proof of ownership, insurance cards for each vehicle.
- Title(s), registration certificate(s), and U.S. DOT numbers for each truck owned or operated by your firm
- Licenses, license renewal forms, permits, and haul authority forms
- Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases
- Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past 2 years
- DBE/ACDBE and SBA 8(a), SDB, MBE/WBE certifications, denials, and/or decertifications, if applicable; and any U.S. DOT appeal decisions on these actions.
- Bank authorization and signatory cards
- Schedule of salaries (or other remuneration) paid to all officers, managers, owners, and/or directors of the firm
- List of all employees, job titles, and dates of employment.
- Proof of warehouse/storage facility ownership or lease arrangements

Partnership or Joint Venture

- Original and any amended Partnership or Joint Venture Agreements

Corporation or LLC

- Official Articles of Incorporation (signed by the state official)
- Both sides of all corporate stock certificates and your firm's stock transfer ledger
- Shareholders' Agreement(s)
- Minutes of all stockholders and board of directors meetings

- Corporate by-laws and any amendments
- Corporate bank resolution and bank signature cards
- Official Certificate of Formation and Operating Agreement with any amendments (for LLCs)

Optional Documents to Be Provided on Request

The UCP to which you are applying may require the submission of the following documents. If requested to provide these documents, you must supply them with your application or at the on-site visit.

- Proof of citizenship
- Insurance agreements for each truck owned or operated by your firm
- Audited financial statements (if available)
- Personal Federal Tax returns for the past 3 years, if applicable, for other disadvantaged owners of the firm.
- Trust agreements held by any owner claiming disadvantaged status
- Year-end balance sheets and income statements for the past 3 years (or life of firm, if less than three years)

Suppliers

- List of product lines carried and list of distribution equipment owned and/or leased

[79 FR 59603, Oct. 2, 2014]

Appendix G to Part 26—Personal Net Worth Statement



U.S. Department of
Transportation

**Personal Net Worth Statement
For DBE/ACDBE Program Eligibility**
As of _____

OMB APPROVAL NO:
EXPIRATION DATE:

This form is used by all participants in the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Programs. Each individual owner of a firm applying to participate as a DBE or ACDBE, whose ownership and control are relied upon for DBE certification must complete this form. Each person signing this form authorizes the Unified Certification Program (UCP) recipient to make inquiries as necessary to verify the accuracy of the statements made. The agency you apply to will use the information provided to determine whether an owner is economically disadvantaged as defined in the DBE program regulations 49 C.F.R. Parts 23 and 26. Return form to appropriate UCP certifying member, not U.S. DOT.

Name		Business Phone
Residence Address: (As reported to the IRS) City, State and Zip Code		Residence Phone
Business Name of Applicant Firm		
Spouse's Full Name (Marital Status: Single, Married, Divorced, Union)		

ASSETS		(Omit Cents)	LIABILITIES		(Omit Cents)
Cash and Cash Equivalents	\$		Loan on Life Insurance (Complete Section 5)	\$	
Retirement Accounts (IRAs, 401Ks, 403Bs, Pensions, etc.) (Report full value minus tax and interest penalties that would apply if assets were distributed today) (Complete Section 3)	\$		Mortgages on Real Estate Excluding Primary Residence Debt (Complete Section 4)	\$	
Brokerage, Investment Accounts	\$		Notes, Obligations on Personal Property (Complete Section 6)	\$	
Assets Held in Trust	\$		Notes & Accounts Payable to Banks and Others (Complete Section 2)	\$	
Loans to Shareholders & Other Receivables (Complete section 6)	\$		Other Liabilities (Complete Section 8)	\$	
Real Estate Excluding Primary Residence (Complete Section 4)	\$		Unpaid Taxes (Complete Section 8)	\$	
Life Insurance (Cash Surrender Value Only) (Complete Section 5)	\$				
Other Personal Property and Assets (Complete Section 6)	\$				
Business Interests Other Than the Applicant Firm (Complete Section 7)	\$				
Total Assets	\$		Total Liabilities	\$	
			NET WORTH		

Section 2: Notes Payable to Banks and Others

Name of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Brokerage and custodial accounts, stocks, bonds, retirement accounts. (Full Value) (Use attachments if necessary).				
Name of Security / Brokerage Account / Retirement Account	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned (Including Primary Residence, Investment Properties, Personal Property Leased or Rented for Business Purposes, Farm Properties, or any Other Income Producing property). (List each parcel separately. Add additional sheets if necessary).			
	Primary Residence	Property B	Property C
Type of Property			
Address			
Date Acquired and Method of Acquisition (purchase, inherit, divorce, gift, etc.)			
Names on Deed			
Purchase Price			
Present Market Value			
Source of Market Valuation			
Name of all Mortgage Holders			
Mortgage Acc. # and balance (as of date of form)			
Equity line of credit balance			
Amount of Payment Per Month/Year (Specify)			

Section 5. Life Insurance Held (Give face amount and cash surrender value of policies, name of insurance company and beneficiaries).				
Insurance Company	Face Value	Cash Surrender Amount	Beneficiaries	Loan on Policy Information

Section 6. Other Personal Property and Assets (Use attachments as necessary)

Type of Property or Asset	Total Present Value	Amount of Liability (Balance)	Is this asset insured?	Loan or Note amount and Terms of Payment
Automobiles and Vehicles (including recreation vehicles, motorcycles, boats, etc.) include personally owned vehicles that are leased or rented to businesses or other individuals.				
Household Goods / Jewelry				
Other (List)				
Accounts and Notes Receivable				

Section 7. Value of Other Business Investments, Other Businesses Owned (excluding applicant firm)
Sole Proprietorships, General Partners, Joint Ventures, Limited Liability Companies, Closely-held and Public Traded Corporations

Section 8. Other Liabilities and Unpaid Taxes (Describe)

Section 9. Transfer of Assets: Have you within 2 years of this personal net worth statement, transferred assets to a spouse, domestic partner, relative, or entity in which you have an ownership or beneficial interest including a trust? Yes No If yes, describe

I declare under penalty of perjury that the information provided in this personal net worth statement and supporting documents is complete, true and correct. I certify that no assets have been transferred to any beneficiary for less than fair market value in the last two years. I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application and this personal net worth statement, and I authorize such agency to contact any entity named in the application or this personal financial statement, including the names banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility. I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded, denial or revocation of certification, suspension and debarment, and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

NOTARY CERTIFICATE:
(Insert applicable state acknowledgment, affirmation, or oath)

Signature (DBE/ACDBE Owner) _____ Date _____

In collecting the information requested by this form, the Department of Transportation complies with Federal Freedom of Information and Privacy Act (5 U.S.C. 552 and 552a) provisions. The Privacy Act provides comprehensive protections for your personal information. This includes how information is collected, used, disclosed, stored, and discarded. Your information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Disadvantaged Business Enterprise (DBE) Program or Airport Concessions DBE Programs as defined in 49 C.F.R. Parts 23 and 25. You may review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477).



**General Instructions for Completing the
Personal Net Worth Statement
for DBE/ACDBE Program Eligibility**

Please do not make adjustments to your figures pursuant to U.S. DOT regulations 49 C.F.R. Parts 23 and 26. The agency that you apply to will use the information provided on your completed Personal Net Worth (PNW) Statement to determine whether you meet the economic disadvantage requirements of 49 C.F.R. Parts 23 and 26. If there are discrepancies or questions regarding your forms, it may be returned to you to correct and complete again.

An individual's personal net worth according to 49 C.F.R. Parts 23 and 26 includes only his or her own share of assets held separately, jointly, or as community property with the individual's spouse and excludes the following:

- Individual's ownership interest in the applicant firm;
- Individual's equity in his or her primary residence;
- Tax and interest penalties that would accrue if retirement savings or investments (e.g., pension plans, Individual Retirement Accounts, 401(k) accounts, etc.) were distributed at the present time.

Indicate on the form, if any items are jointly owned. If the personal net worth of the majority owner(s) of the firm exceeds \$1.32 million, as defined by 49 C.F.R. Parts 23 and 26, the firm is not eligible for DBE or ACDBE certification. If the personal net worth of the majority owner(s) exceeds the \$1.32 million cap at any time after your firm is certified, the firm is no longer eligible for certification. Should that occur, it is your responsibility to contact your certifying agency in writing to advise that your firm no longer qualifies as a DBE or ACDBE. You must fill out all line items on the Personal Net Worth Statement.

If necessary, use additional sheets of paper to report all information and details. If you have any questions about completing this form, please contact one of the UCP certifying agencies.

Assets

All assets must be reported at their current fair market values as of the date of your statement. *Assessor's assessed value for real estate, for example, is not acceptable.* Assets held in a trust should be included.

Cash and Cash Equivalents: On page 1, enter the total amount of cash or cash equivalents in bank accounts, including checking, savings, money market, certificates of deposit held domestic or foreign. Provide copies of the bank statement.

Retirement Accounts, IRA, 401Ks, 403Bs, Pensions: On page 1, enter the full value minus tax and interest penalties that would apply if assets were distributed as of the date of the form. Describe the number of shares, name of securities, cost market value, date of quotation, and total value in section 3 on page 2.

Brokerage and Custodial Accounts, Stocks, Bonds, Retirement Accounts: Report total value on page 1, and on page 2, section 3, enter the name of the security, brokerage account, retirement account, etc.; the cost, market value of the asset; the date of quotation; and total value as of the date of the PNW statement.

Assets Held in Trust: Enter the total value of the assets held in trust on page 1, and provide the names of beneficiaries and trustees, and other information in Section 6 on page 3.

Loans to Shareholders and Other Receivables not listed: Enter amounts loaned to you from your firm, from any other business entity in which you hold an ownership interest, and other receivables not listed above. Complete Section 6 on page 3.

Real Estate: The total value of real estate excluding your primary residence should be listed on page 1. In section 4 on page 2, please list your primary residence in column 1, including the address, method of acquisition, date of acquired, names of deed, purchase price, present fair market value, source of market valuation, names of all mortgage holders, mortgage account number and balance, equity line of credit balance, and amount of payment. List this information for all real estate held. Please ensure that this section contains all real estate owned, including rental properties, vacation properties, commercial properties, personal property leased or rented for business purposes, farm properties and any other income producing properties, etc. Attach additional sheets if needed.

Life Insurance: On page 1, enter the cash surrender value of this asset. In section 5 on page 2, enter the name of the insurance company, the face value of the policy, cash surrender value, beneficiary names, and loans on the policy.

Other Personal Property and Assets: Enter the total value of personal property and assets you own on page 1. Personal property includes motor vehicles, boats, trailers, jewelry, furniture, household goods, collectibles, clothing, and personally owned vehicles that are leased or rented to businesses or other individuals. In section 6 on page 3, list these assets and enter the present value, the balance of any liabilities, whether the asset is insured, and lien or note information and terms of payments. For accounts and notes receivable, enter the total value of all monies owed to you personally, if any. This should include shareholder loans to the applicant firm, if those exist. If the asset is insured, you may be asked to provide a copy of the policy. You may also be asked to provide a copy of any liens or notes on the property.

Other Business Interests Other than Applicant Firm: On page 1, enter the total value of your other business investments (excluding the applicant firm). In section 7 on page 3, enter information concerning the businesses you

hold an ownership interest in, such as sole proprietorships, partnerships, joint ventures, corporations, or limited liability corporations (other than the applicant firm). Do not reduce the value of these entries by any loans from the outside firm to the DBE/ACDBE applicant business.

Liabilities

Mortgages on Real Estate: Enter the total balance on all mortgages payable on real estate on page 1.

Loans on Life Insurance: Enter the total value of all loans due on life insurance policies on page 1, and complete section 5 on page 2.

Notes & Accounts Payable to Bank and Others: On page 1, section 2, enter details concerning any liability, including name of noteholders, original and current balances, payment terms, and security/collateral information. The entries should include automobile installment accounts. This should not, however, include any mortgage balances as this information is captured in section 4. Do not include loans for your business or mortgages for your properties in this section. You may be asked to submit copy of note/security agreement, and the most recent account statement.

Other Liabilities: On page 1, enter the total value due on all other liabilities not listed in the previous entries. In section 8, page 3, report the name of the individual obligated, names of co-signers, description of the liability, the name of the entity owed, the date of the obligation, payment amounts and terms. Note: Do not include contingent liabilities in this section. Contingent liabilities are liabilities that belong to you only if an event(s) should occur. For example, if you

have co-signed on a relative's loan, but you are not responsible for the debt until your relative defaults, that is a contingent liability. Contingent liabilities do not count toward your net worth until they become actual liabilities.

Unpaid Taxes: Enter the total amount of all taxes that are currently due, but are unpaid on page 1, and complete section 8 on page 3. Contingent tax liabilities or anticipated taxes for current year should not be included. Describe in detail the name of the individual obligated, names of co-signers, the type of unpaid tax, to whom the tax is payable, due date, amount, and to what property, if any, the tax lien attaches. If none, state "NONE." You must include documentation, such as tax liens, to support the amounts.

Transfers of Assets:

Transfers of Assets: If you checked the box indicating yes on page 3 in this category, provide details on all asset transfers (within 2 years of the date of this personal net worth statement) to a spouse, domestic partner, relative, or entity in which you have an ownership or beneficial interest including a trust. Include a description of the asset; names of individuals on the deed, title, note or other instrument indicating ownership rights; the names of individuals receiving the assets and their relation to the transferor; the date of the transfer; and the value or consideration received. Submit documentation requested on the form related to the transfer.

Affidavit

Be sure to sign and date the statement. The Personal Net Worth Statement must be notarized.



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Sarah T. Brooks
Assistant General Counsel

June 29, 2020

VIA EMAIL (mmwendel@flylcpa.com)

Ms. Melissa M. Wendel, CPPO
Procurement Manager
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

RE: Bid Protest - Solicitation No. RFB20-34MMW; Solicitation Title: Rehabilitation of Taxiways A, F, and G2 Southwest Florida International Airport ("Project")

Ms. Wendel:

As counsel for Preferred Materials, Inc. ("PMI") of 4636 Scarborough Drive, Lutz, FL 33559, I am writing to formally protest Lee County Port Authority's ("LCPA") stated intention to award the above contract to Ajax Paving Industries of Florida, Inc. ("Ajax"). PMI received LCPA's Notice of Intended Decision to recommend award to Ajax on June 19, 2020 and filed its Notice of Intent to File a Protest on June 23, 2020. As such, this protest is timely. Further, PMI is not aware of any disputed material facts as of the date of this submission. A copy of the required protest bond is also attached hereto.

As you are aware, PMI submitted a bid to construct the Project on April 30, 2020. The bid package submitted was complete and LCPA accepted the package without incident. LCPA notified PMI via written correspondence on June 3, 2020 that LCPA deemed PMI's bid nonresponsive because LCPA alleges that PMI failed to negotiate in good faith with qualified and interested DBEs because the information that PMI submitted with its bid failed to adequately document DBE commitments or demonstrate adequate good faith efforts in pursuing DBE participation as defined in 49 C.F.R. § 26.53 and Appendix A of such regulation. PMI appealed LCPA's decision on June 4, 2020 and the matter is set for hearing on July 21, 2020. Subsequently, LCPA issued its Notice of Intended Decision on June 19, 2020, advising of its intent to award the Project to Ajax as the only remaining responsive and responsible bidder. PMI believes that both LCPA's decision to deem PMI's bid nonresponsive and LCPA's decision to award to Ajax are improper as explained more fully herein, and, in correction of the error and as required by Florida law, such award should be made to the lowest responsive and responsible bidder – PMI. Awarding this Project contract to PMI saves LCPA and taxpayers \$154,207.70 when compared to Ajax's bid.

(1) IN FULL COMPLIANCE WITH PART E OF THE BID DOCUMENTS AND 49 C.F.R. § 26.53 AND THE RELATED APPENDIX A, PMI DEMONSTRATED AND DOCUMENTED ITS GOOD FAITH EFFORTS TO MEET THE PROJECT DISADVANTAGED BUSINESS ENTERPRISE ("DBE") GOAL

Part E of the bid documents states in relevant part, "[C]ontractors shall take all necessary and reasonable steps to ensure that DBEs have adequate opportunities to compete for and perform contracts under this project... In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways: (1) By meeting the project DBE goal and documenting the commitments with the DBE firm(s); **or (2) By providing documentation of the bidder's good faith efforts to meet the project goal.**" See also 49 C.F.R. Part 26, Appendix A, Subsection I. PMI was unable to obtain meaningful responses from its solicitations for DBE participation and those quotations that it did receive were not competitive.

Therefore, PMI was unable to document commitments with DBE firms. Consequently, PMI submitted documentation of its good faith efforts to meet the Project DBE goal. In full compliance with Part E of the bid documents, PMI provided to LCPA in its bid condensed documentation and subsequently, and upon request of LCPA, provided expanded explanation detailing its efforts. The condensed documentation contained the following: (1) invitations sent to DBE contractors on April 13, 2020 and April 20, 2020, (2) copies of emails and sent receipts for the invitations, (3) copies of the newspaper articles published in the Naples Daily News, a minority-targeted newspaper that LCPA procurement staff referred PMI to for purposes of advertising for and soliciting bids from minority-owned businesses, on April 5, 2020 and April 14, 2020 advertising the Project and encouraging DBE contractors to participate, and (4) quotations PMI obtained from DBE contractors. PMI further detailed its analysis of DBE participation in correspondence directed to LCPA on June 4, 2020, a copy of which is attached hereto as Exhibit A and incorporated as if set forth fully herein. LCPA's "determination concerning the sufficiency of [PMI's] good faith efforts is a judgment call." 49 C.F.R. Part 26, Appendix A, Subsection II. Thus, it is within LCPA's discretion to determine whether the actions PMI undertook in seeking DBE participation were sufficient to meet requirements. In its effort to meet the contractual and regulatory requirements, PMI sought and followed LCPA's procurement staff's recommendations regarding obtaining DBE participation, including publication in the Naples Daily News, in actively and aggressively trying to obtain DBE participation. Any allegation by LCPA that PMI's efforts were insufficient and failed to meet the requirements lacks merit.

Moreover, PMI received a limited number of responses and uncompetitive quotes from DBEs, which, if utilized, would have resulted in an additional approximately \$700,000 spend of taxpayer dollars. 49 C.F.R. § 26.53 and Appendix A expressly state that PMI is not required to accept and utilize DBE quotes in its bid where the price difference is excessive or unreasonable. Certainly, whether looked at individually quote by quote or in the aggregate, an additional spend of \$700,000 of taxpayer money is not reasonable in order to utilize DBE subcontractors over non-DBE subcontractors or self-performance. The quote that PMI received from DBE Ongrade Contracting, Inc. ("Ongrade") for sitework was thirty-two percent (32%) higher than PMI's cost to self-perform. Such differential is unequivocally unreasonable and excessive and considered alone would have meant that PMI was not the low bidder given the other pay items in the bid package. The quote PMI received from DBE contractor Baja Electrical Services Inc. was fifteen percent (15%) higher than the quote received from non-DBE firm AIS. Again, a 15% cost increase for the electrical scope is excessive and unreasonable. PMI also obtained two DBE quotes for geo fabric installation. Ongrade's quote was contingent upon acceptance of its pricing for the sitework which, again, was 32% higher than PMI's cost to self-perform, therefore PMI could not use Ongrade for geo fabric. Kate's Enviro Fencing submitted a quote that was forty-one percent (41%) higher than PMI's cost to self-perform which is unreasonable and excessive. PMI contacted numerous DBE contractors, in addition to published solicitations, for quotes for milling/clean-up, thermo placement, sod, trucking, survey, and MOT and did not receive a single quote in response. Further, PMI submitted to LCPA documentation of these efforts.

PMI remains open to utilizing DBE subcontractors if and wherever possible consistent with past practice and in full compliance with DBE programs. Should PMI receive additional responses from DBE contractors, PMI remains willing and amenable to utilizing DBE contractors wherever reasonably possible.

(2) AJAX'S BID IS AT BEST NON-RESPONSIVE AND AT WORST FRAUDULENT IN ITS REPRESENTATION OF PROPOSED DBE PARTICIPATION

Again, Part E of the bid documents states in relevant part, "In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways: (1) By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or (2) By providing documentation of the bidder's good faith efforts to meet the project goal." See also 49 C.F.R. Part 26, Appendix A, Subsection I. Upon review of Ajax's bid submission, it did not provide documentation of good faith efforts, but rather submitted certification of meeting the Project goal of 14% DBE participation. Ajax certifies on its Form 9, page 41 of the bid

package, that it is utilizing Ongrade to perform a commercially useful function in completing \$1,605,000.00 worth of work on the Project described as "sitework and miscellaneous MOT/security." However, (1) the bid line items for those categories do not total \$1,605,000.00, (2) Ongrade is not qualified or certified to perform MOT or security, and (3) if Ajax does intend for Ongrade to perform \$1,605,000.00 worth of work on the Project then the only way to accomplish the same would be to employ a pass-through scheme whereby Ongrade would not be performing a commercially useful function and for which Ajax would claim DBE credit, and therefore both Ajax and Ongrade would be committing DBE fraud. In fact, the first red flag indicator on the Office of the Inspector General's list of "Red Flag" Indicators of DBE Fraud is "DBE owner lacking background, expertise, or equipment to perform subcontract work." See Red Flag Indicators attached hereto as Exhibit B. At a minimum, Ongrade lacks background and expertise to perform the MOT scope, the security scope, and whatever the remaining undefined approximately \$600,000.00 of work that Ongrade must perform to meet the \$1,605,000.00 commitment.

Ajax's bid claims to meet the 14% DBE participation goal at a lump sum amount of \$1,605,000.00 or a nearly perfectly round 14% by utilizing Ongrade Contracting, Inc. ("Ongrade"); however, the pay items for which Ongrade will perform work only tabulate to \$1,021,668.14 (sitework, MOT, and security), leaving \$583,331.86 unaccounted for. Ajax's bid reflects that Ongrade, the sole proposed DBE contractor, will perform "sitework and miscellaneous MOT/security." Even if Ongrade were to perform every bid line item for each of the three categories, those items only total \$1,021,668.14. Assuming that Ongrade is certified to perform all three categories, which PMI disputes, the total work falls \$583,331.86 short of the claimed \$1,605,000.00 of work that Ajax has certified will be performed by the DOT contractor. Further, and conveniently, \$1,605,000 represents 14.04% of the bid price which just meets the 14% DBE goal for the Project. Not only does Ajax's bid not reflect that Ongrade (or any DBE) will perform \$1,605,000.00 work, it appears to have arbitrarily attributed the 14% value to Ongrade's work for the sole purpose of fraudulently appearing to meet the DBE project goal.

Moreover, Ajax seeks to claim DBE participation credit for MOT and security, items for which Ongrade is neither qualified nor certified. The regulations prohibit DBE credit for work performed by a DBE for which it is not certified to perform. Therefore, Ajax cannot claim DBE credit for Ongrade performing MOT and security and other as yet undefined miscellaneous work that it also may not be qualified or certified to perform. In further support, and upon review of Ongrade's quote to PMI which was included in its good faith effort documentation, Ongrade did not price either MOT or security because it is not qualified or certified to perform the same. Further, Ongrade does not quote MOT or security work in its market. If Ongrade were a contractor that performs such work, it would have quoted PMI for that work as well. Why did Ongrade also not quote PMI for the approximately \$600,000.00 of work it has committed to perform for Ajax? The only rational explanation is that Ajax and Ongrade conspired to defraud LCPA to purportedly meet the DBE goal for the Project.

Ajax necessarily either intends to utilize Ongrade to perform work on the Project for which Ongrade is not certified or qualified or Ajax intends to employ an impermissible and fraudulent pass-through scheme to obtain DBE participation credit, neither of which is legal or proper. Ajax is only entitled to DBE credit when the DBE performs a commercially useful function. Under the terms established in 29 C.F.R. § 26.55, a DBE firm performs a commercially useful function when it is responsible for execution of the work of the contract or a distinct element of the work by actually performing, managing, and supervising the work involved. To the extent that Ajax intends to claim DBE credit for work that will actually be performed by either Ajax or other non-DBE contractors, for which Ongrade will not be performing a commercially useful function, it is improper and fraudulent. Thus, Ajax cannot meet the DBE commitment that it has made. For these reasons alone, Ajax cannot be a responsive or responsible bidder.

Finally, and perhaps most significantly for purposes of a successful protest, on its face, Ajax's bid fails to conform to the Project specifications and requirements for bid submission because it fails to itemize DBE pay items that have an associated unit price and quantity and fails to state each type of work the DBE is qualified to perform. Ajax's bid is also nonresponsive because on its Form 10, page 42 of the

bid package, it lists Ongrade's work as a single lump sum item that conveniently and inexplicably amounts to 14% of its bid price, rather than itemizing the pay items that have a specific unit price and quantity. In addition, Ajax fails to state each type of work Ongrade is qualified to perform. Bids are regularly rejected as nonresponsive for mistakes such as these that Ajax made in its bid submission. Ajax's bid should be deemed nonresponsive and rejected on these grounds alone.

Based upon a review of the bid tabulations, it is evident that PMI is the rightful low responsive and responsible bidder for this Project. Florida law defines a responsive bidder as "one that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation." See Am. Eng'g & Dev. Corp v. Town of Highland Beach, 20 So.3d 1000, 1001 (Fla. 4th DCA 2009). In the present case, PMI is the lowest responsible and responsive bidder, who, according to proper interpretation of law, must be awarded the contract to construct the Project. Accordingly, PMI respectfully demands that LCPA adhere to Florida law and the terms of its bid package and award the Project contract to PMI. PMI is hopeful that LCPA's actions were taken without an appreciation of the above facts, and that LCPA will remedy its error. PMI greatly appreciates its longstanding relationship with LCPA. Regrettably, however, the arbitrary action on the part of LCPA wrongly denies PMI award of this Project contract, and PMI is prepared to litigate this matter if it proves necessary.

Please accept this as a formal protest of the award of the above Project contract to Ajax. Please immediately contact me if you require any additional information to complete your review of this matter. I look forward to hearing from you in the immediate future. All legal rights are expressly reserved.

Yours sincerely,



Sarah T. Brooks

**Are they really
meeting
ALL the contract
goals?**



Disadvantaged Business Enterprise (DBE) Fraud

Under this scheme, a contractor misrepresents who performed the contract work in order to increase job profit while appearing to be in compliance with contract goals for involvement of minority- or women-owned businesses.

**Recognize and Report Fraud in
Federally Funded Programs,
Contracts, and Grants**

(800) 424-9071

*U.S. Department of Transportation
Office of Inspector General*

Selected “Red Flag” Indicators of Disadvantaged Business Enterprise (DBE) Fraud

- ✓ DBE owner lacking background, expertise, or equipment to perform subcontract work
- ✓ Employees shuttling back and forth between prime contractor and DBE-owned business payrolls
- ✓ Business names on equipment and vehicles covered with paint or magnetic signs
- ✓ Orders and payment for necessary supplies made by individuals not employed by DBE-owned business
- ✓ Prime contractor facilitated purchase of DBE-owned business
- ✓ DBE owner never present at job site
- ✓ Prime contractor always uses the same DBE
- ✓ Financial agreements between prime and DBE contractors
- ✓ Joint bank accounts (Prime / DBE)
- ✓ Absence of written contracts

Contact OIG using any of the following methods:

Online complaint form: www.oig.dot.gov/dot-oig-hotline-complaint-form

Telephone: (800) 424-9071

Fax: (704) 556-0732

E-mail: hotline@oig.dot.gov

Mail: USDOT Inspector General
1200 New Jersey Ave. S.E., Room W73-104A
Washington, DC 20590

Note: The OIG Hotline is obligated to expeditiously forward all safety-related complaints to USDOT’s safety regulatory agencies for action, as appropriate.



U.S. Department of Transportation
Office of Inspector General

LEE COUNTY PORT AUTHORITY PROTEST

BOND

Bond Number: K40164510
Contract Number: RFB 20-34MMW

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PREFERRED MATERIALS, INC. a (mark one) corporation, partnership, proprietorship, organized and existing under the laws of the State of Georgia, 5701 E. Hillsborough Ave., Ste. 1122 and having its principal place of business at Tampa, FL 33610, as PRINCIPAL; and Federal Insurance Company, a surety company, organized under the laws of the State of Indiana, and duly authorized to do business in the State of Florida, whose principal place of business is 202B Halls Mill Road, Whitehouse Station, NJ 08889 as SURETY, are held and firmly bound unto the LEE COUNTY PORT AUTHORITY (Agency), as OBLIGEE, in the amount of Ten Thousand and No/100 Dollars (\$ 10,000.00) for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns jointly and severally.

THIS BOND is issued under the provisions of Section 287.042(2)(c), Florida Statutes (Supp. 1988). The above-named Principal has initiated an administrative protest regarding the Obligee's decision or intended decision pertaining to RFB 20-34MMW, Rehabilitation of Taxiways A, F, and G2. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW, THEREFORE, the condition of this Bond is that if the Principal, after the administrative hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all

costs and charges allowed by final order and/or judgement, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorney's fees.

PRINCIPAL: Preferred Materials, Inc. _____

BY:  _____

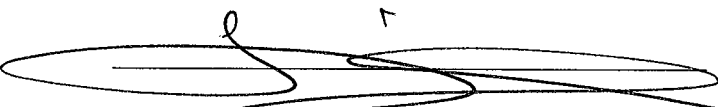
Title: Jacob Unger
Authorized Employee _____

(CORPORATE SEAL)

ATTEST:  _____

Susan Hibbard

SURETY: Federal Insurance Company _____

BY:  _____

Title: Tina Davis, Attorney-In-Fact _____

(CORPORATE SEAL)

Florida Licensed Insurance Agent: _____


Tina Davis, FL License #P053466

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Tina Davis, Lisa Hall and Linda Lee Nipper of Salt Lake City, Utah -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of April, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 21st day of April, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 22, 2020**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Preferred Materials, Inc.
5701 E. Hillsborough Ave.
Suite 1122
Tampa, FL 33610

T (813) 612-5740
F (813) 664-8526

www.preferredmaterials.com

June 4, 2020

Melissa M. Wendel, CPPO
Procurement Manager

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913
239-590-4557

RE: Appeal of Nonresponsive Bid Determination for RFB 20-34MMW: Rehabilitation of Taxiways A, F & G2 ("Project")

Please accept this correspondence as Preferred Materials, Inc.'s ("PMI") formal and timely appeal of Lee County Port Authority's ("LCPA") decision to deem PMI's bid nonresponsive. PMI adamantly disputes LCPA's conclusion that PMI failed to make good faith efforts to meet the Project DBE goal and/or failed to appropriately document such good faith efforts. Instead, PMI made numerous good faith efforts to meet the Project goal and documented the same in its bid submission to LCPA. Such efforts and documentation are detailed further herein.

PMI submitted with its bid documentation including a list of all subcontractors that PMI contacted to participate in the bidding of the Project. After its bid submission and at the express request of LCPA, on May 7, 2020, PMI provided to LCPA a list reflecting only the DBE solicitations that PMI sent out to DBE subcontractors. Please see the same reflected in Attachment A attached hereto for your ease of reference.

The condensed version reflected in Attachment A contains the following: (1) invitations sent to DBE contractors (April 13 and 20, 2020), (2) email/sent receipts for those invitations, (3) copies of the newspaper articles PMI paid to have published in the Naples Daily News advertising the project and encouraging DBE contractors to participate (April 5 and 14, 2020), and (4) quotes obtained from DBE contractors. As LCPA is aware, the Naples Daily News is a minority-targeted newspaper and LCPA procurement staff referred PMI to the newspaper as an appropriate place to advertise to solicit bids from minority-owned businesses.

In addition, the specific scopes of work in PMI's bid submission included: Earthwork, Airport Electrical/lighting, Milling/clean-up, Thermo Placement, Sod, Trucking, Survey, Asphalt placement, QC testing, Geo textile fabric install and Erosion control, MOT, and concrete cutting. These are the only scopes of work from which PMI could solicit DBE participation. PMI summarizes its efforts broken down by scopes of work as follows:

Earth work- As reflected in Attachment B attached hereto, PMI received a quote from DBE subcontractor On Grade Contracting. The total amount of the submitted quote came to \$608,114.09. For the scope of work covered by On Grade Contracting, PMI internal crews were used and that cost is represented in our bid price plus mark-up (also in Attachment B). The total amount to pre-form this work internally came to \$414,884.52. This resulted in a price difference of \$193,229.57 or just under 32% more expensive to utilize the DBE contractor. 49 C.F.R. § 26.53 Appendix A does not require PMI to accept DBE quotes where



the price difference is unreasonable or excessive. The 32% differential between the DBE quote and PMI's cost is unequivocally excessive. Thus, PMI did not err in not using the DBE quote in its bid submission.

Airport Electrical/lighting- Attachment C attached hereto contains quotes for airport electrical/lighting. DBE contractor Baja Electrical Services Inc. submitted a quote in the amount of \$3,240,414.00. Our lowest responsible quote came from a non-DBE firm AIS for \$2,744,078.40. The difference between the two was \$496,335.60 or just over 15% more expensive. Again, it is unequivocally reasonable for PMI to utilize a non-DBE quote in its bid submission where the quote is nearly \$500,000 less than the DBE quote.

Milling/clean up- Consistent with its prior experience in the local market, PMI was unable to obtain quotes for a DBE milling subcontractor. Historically PMI has not been successful in finding a DBE milling/clean-up subcontractor willing to work in the Southwest Florida area.

Thermo Placement- PMI reached out to DBE TCP products of FL on both April 13, 2020 and April 20, 2020 for a quote. However, they were non-responsive and never provided a quote or otherwise returned communication to PMI.

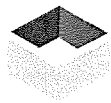
Sod- PMI was unable to obtain a quote from a DBE firm for sod placement. PMI has struggled in the past to find subcontractors to provide quotes for sod. If awarded, PMI intends to continue to try and locate a subcontractor with a DBE status to perform the work.

Trucking- PMI reached out to both Sabrina's and Liberty trucking on both April 13, 2020 and April 20, 2020. However, PMI was unable to obtain a quote from either. During the bid compilation process, PMI did receive interest from another DBE contractor Alers Hauling, but at the time he was unable to commit to being able to perform. Since PMI submitted its bid, PMI has had positive conversations with Alers Hauling about possibly working out a deal to perform the hauling for PMI on the Project. As LPCA, trucking is often a scope of work in which contractors can meet DBE participation goals. However, in this case, despite its good faith efforts prior to bid submission, PMI was unable to receive a commitment or quote from a DBE firm. Consistent with its reputation in the industry and past practice, PMI is committed to working with DBE firms whenever possible so long as it makes good financial sense to do so. For this Project, the possibility of utilizing DBE firms to perform trucking services remains should PMI be awarded the Project.

Survey- PMI was unable to obtain a quote from a DBE firm for survey. PMI did reach out to DBE contractor Hyatt Survey. However, PMI did not receive a responsive quote.

QC testing- DBE contractor Lomski engineering has been a preferred engineering firm for PMI. However, PMI is unable to utilize Lomski on this project due to LPCA already utilizing his services as a VT. PMI was not able to locate another DBE firm that does work in the area to perform this scope of work on the Project.

Geo fabric installation- PMI received DBE quotations from both On Grade Contracting and Kates Enviro Fencing. On Grade Contracting's price for this work came to \$22,550.40 as compared to PMI's internal cost of \$21,798.72. However, On Grade Contracting's price for this scope of work was contingent upon On Grade Contracting also performing the earth work scope, the price for which was excessive at 32% higher than PMI's cost. If On Grade Contracting would change its position and become willing to separate this scope of work item



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A CRH COMPANY

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PMI would utilize On Grade Contracting's services on the Project. Kate's Enviro Fencing also quoted this work. However, Kate's Enviro Fencing's price for this scope of work came to \$38,335.68 which is \$15,785.28 or 41% more expensive than PMI's internal cost. Again, PMI is not obligated to utilize a DBE quote where it is excessively more expensive than a non-DBE contractor or the cost to self-perform. Please see the quotes for both On Grade Contracting and Kate's Enviro Fencing attached hereto.

Erosion control- PMI also received a quote from Kate's Enviro Fencing for erosion control. The quote was nonresponsive insofar as it provided pricing including only the installation of the fence but not a price for removal. PMI was unable to negotiate a deal with Kate's Enviro Fencing on this item prior to bid submission, but if PMI is able to successfully negotiate a deal with them and PMI is awarded the Project, then PMI intends to utilize their services.

MOT- We reached out to Counterstone Barricades on both April 13, 2020 and April 20, 2020, however PMI never received a quote for the work.

To recap, the differences between using internal subcontractors to do the work or non-DBE subcontractors for the scopes of work where PMI received responsive quotes are as follows:

Earth work- DBE Quote \$608,114.09, internal pricing \$414,884.52, difference of \$193,229.57 or 32% more expensive to utilize the DBE contractor.

Airport Electrical/lighting- DBE quote \$3,240,414.00, non DBE contractor \$2,744,078.40, difference of \$496,335.60 or just over 15% more expensive.

Geo fabric installation- DBE \$38,335.68, internal pricing \$21,798.72 difference of \$15,785.28 or 41% more expensive.

In conclusion, the additional cost to utilize DBE subcontractors that quoted the Project would have added just over \$700,000 to PMI's total bid price. 49 C.F.R. § 26.53 and Appendix A do not require PMI to accept and utilize DBE quotes in its bid where the price difference is excessive or unreasonable. Certainly, whether looked at individually or in the aggregate, an additional spend of \$700,000 of taxpayer money is not reasonable in order to utilize DBE subcontractors over non-DBE subcontractors or self-performance. Further, PMI made good faith efforts in excess of the minimum required by 49 C.F.R. § 26.53 and Appendix A to secure DBE participation on the Project and continues to do so preparing for the possibility of being awarded the Project.

Accordingly, PMI respectfully requests that LCPA accepts PMI's appeal and reverses its decision to deem PMI's bid submission nonresponsive. Please immediately contact me if you require any additional information to complete your review of this matter. I look forward to hearing from you in the immediate future.



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Sincerely,

Jacob Unger
Estimating Manager / Authorized Employee



11341 Lindbergh Blvd.
Fort Myers, FL 33913

Attachment C
Airport Elec/Light

PROJECT NUMBER : RSWAFG2

COUNTY: Lee

LOCATION : RSW Taxiway A F G2

BID DATE : April 30, 2020

BID ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
L-100-5.2	1.00	LS ALCMS Modification Contractor Effort	\$5,000.00	\$5,000.00
L-100-5.3	1.00	LS Electrical Demolition	\$99,200.00	\$99,200.00
L-100-5.4	1.00	LS Electrical Vault Modifications	\$8,333.00	\$8,333.00
I-100-6.1	1.00	LS Temporary Airfield Lighting	\$9,167.00	\$9,167.00
L-108-5.1	304,170.00	LF 1/C # 8 L-824C 5KV Cable	\$1.45	\$441,046.50
L-108-5.2	2,266.00	LF No. 6 Bare Solid Counterpoise	\$1.40	\$3,172.40
L-110-5.1	454.00	LF 1W2" Non-Encased Conduit	\$5.40	\$2,451.60
L-110-5.2	796.00	LF 1W2" SCH 40 PVC in Pavement	\$23.90	\$19,024.40
L-110-5.3	550.00	LF 2W4" Non-Encased Duct	\$14.85	\$8,167.50
L-110-5.4	260.00	LF 12W4" Non-Encased Duct	\$63.65	\$16,549.00
L-125-5.1	229.00	EA L-852A LED Taxiway Centerline Light	\$1,642.00	\$376,018.00
L-125-5.2	654.00	EA L-852B LED Taxiway Centerline Light	\$1,567.00	\$1,024,818.00
L-125-5.3	605.00	EA L-861T LED Elevated Taxiway Light	\$727.00	\$439,835.00
L-125-5.4	7.00	EA L-867 Base Can Size B	\$1,425.00	\$9,975.00
L-125-5.5	13.00	EA L-868 Base Can Size B	\$2,192.00	\$28,496.00
L-125-5.6	56.00	EA Adjust L-867 Base Can Size B	\$583.00	\$32,648.00
L-125-5.7	13.00	EA Size 3 2-Module Sign	\$4,683.00	\$60,879.00
L-125-5.8	29.00	EA Size 3-3 Module Sign	\$5,058.00	\$146,682.00
L-125-5.9	2.00	EA New Concrete Foundation Size 3-2 Modue Sign	\$3,833.00	\$7,666.00
L-140-6.1	550.00	LF 24 Strand Fiber Optic Cable	\$3.85	\$2,117.50
L-140-6.2	550.00	LF 3-1.25 Innerduct	\$5.15	\$2,832.50
			Sub-Total	\$2,744,078.40

Bid Total	\$2,744,078.40
------------------	-----------------------

NOTES :

- 1.) The above price is good for a period of 60 days unless reconfirmed in writing.
- 2.) All Taxes and Insurance is included
- 3.) Staking, survey and layout by Others.
- 4.) Concrete Testing by Others
- 5.) Sod and asphalt for electrical items is by Others

Doug McIntyre

04/29/2020

Bid Summary

TRADE PACKAGE: ELECTRICAL / LOW VOLTAGE

GRAND TOTAL FOR TRADEPACKAGE
(considered by CM / GC for low bid award): \$ 3,240,414 ^w

NOTICE: This IS a LUMP SUM contract. Basis of award will be based solely on grand total for trade package as a lump sum.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid

Addendum # 1 Date: _____ Addendum # 3 Date: _____
Addendum # 2 Date: _____ Addendum # 4 Date: _____

NAME OF BUSINESS (BIDDER): BAJA ELECTRIC SERVICE INC

AUTHORIZED SIGNATURE: 

NAME, TITLE, TYPED: DAVID WEIRICH (P.M)

If awarded this Trade Package, the Trade Package contractor will enter into a LUMP SUM contract with CM/GC Company as specified in the project information sheet, invitation to bid and instructions to bidders. CM/GC Company terms and conditions of the purchase order, bound in the project manual, will be the governing document regardless of any statements to the contrary noted in the bidder's form of proposal.

Bidders are required to submit complete bid sheet in its entirety to include the information listed above.

UTILIZATION STATEMENT Woman/Minority-Owned Business Enterprise (W/MBE)

By completing this form, you should identify and document whether you will meet the Port Authority's W/MBE participation goal for this project (12 %), and if not, you must identify and provide your firm's good faith efforts documentation to meet the goal.

CERTIFIED W/MBE LIST

W/MBE Firm Name(s)	Type of Work / Specialty	\$ Value of Work	Percent of Work
1. <u>BAJA ELECTRIC</u>	<u>ELECTRICAL</u>	<u>\$ 3,240,414⁰⁰</u>	<u>100</u> %
2. _____	_____	\$ _____	_____ %
3. _____	_____	\$ _____	_____ %

Attach Additional Sheets as Necessary

The undersigned bidder/offeror has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder/offeror is committed to a minimum of 100 % W/MBE utilization on this contract.
- The bidder/offeror, while unable to meet the established goal above, hereby commits to a minimum of _____ % W/MBE utilization on this contract and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Value of Base Bid	\$ <u>3,240,414⁰⁰</u>
Total of W/MBE Subcontract(s) Work	\$ _____

Print Bidder's/Offeror's Company Name	<u>BAJA ELECTRIC SERVICES INC</u>
Print Name of Authorized Representative	<u>DAVID WEINRICH</u>

Company Address:	<u>15170 DEER PASS RD</u>		
	City: <u>PUNTA GORDA</u>	State: <u>FL</u>	Zip Code: <u>33955</u>
Phone Number:	<u>239 656 4186</u> E-mail: <u>DAVID@bajaelectric.net</u>		

The undersigned hereby further assures that the information included herein is true and correct, and that the W/MBE and or DBE firm(s) listed herein, have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM/GC.

Signature of Authorized Representative _____ Date _____

LETTER OF COMMITMENT
Woman/Minority-Owned Business Enterprise
 (This page shall be submitted for each proposed W/MBE firm)

Bidder/Offeror Company Name: BATA ELECTRIC SERVICE INC
 Project Name/ #: REHABILITATION OF TAXIWAYS A, F, AND G 2

W/MBE Firm: Company Name: BATA ELECTRIC SERVICE INC
 Address: 15170 DEER PASS RD
 City: PUNTA GORDA State: FL Zip: 33955

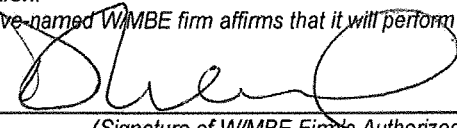
W/MBE Contact Person: Name: DAVID WEINRICH Phone: (239) 656 4186
 E-mail: dave@bataelectric.net

Work items(s) to be performed by DBE Firm	Quantity/Unit Price	Total Value of Work
<u>ELECTRICAL</u>		<u>3,240,414⁰⁰</u>
Totals		

The bidder/offeror is committed to utilizing the above-named W/MBE firm for the work described above. The estimated participation is as follows:

Total W/MBE contract amount: \$ 3,240,414⁰⁰

Affirmation:
 The above-named W/MBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  4/29/20
 (Signature of W/MBE Firm's Authorized Representative) (Date)
P.M.
 (Title)

*In the event the bidder/offeror does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

10	C-101-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1		\$0.00
11	C-105-1	MOBILIZATION	LS	1	122,280 ^w	\$0.00
12	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1		\$0.00
13	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1		\$0.00
14	M-102-2	SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS	EA	2		
15	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1		\$0.00
16	M-104-1	SAFETY AND SECURITY	LS	1		\$0.00
17	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	8,352		\$0.00
18	P-101-2	BITUMINOUS PAVEMENT MILLING (UP TO 3" DEEP NOMINAL)	SY	187,230		\$0.00
19	P-101-3	CRACK SEALING	LF	60,000		\$0.00
20	P-151-1	CLEARING & GRUBBING	SY	2,484		\$0.00
21	P-152-1	UNCLASSIFIED EXCAVATION	CY	2,511		\$0.00
22	P-152-2	12" COMPACTED SUBGRADE	SY	11,746		\$0.00
23	P-211-1	LIME ROCK BASE COURSE, 10" THICK	SY	11,746		\$0.00
24	S-106-1	GEOTEXTILE FABRIC MOISTURE BARRIER	SF	75,168		\$0.00
25	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	57,635		\$0.00
26	T-904-1	SODDING	SY	17,522		\$0.00
27	T-905-1	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	1,945		\$0.00
28	L-100-5.3	ELECTRICAL DEMOLITION	LS	1	194,168 ^w	\$0.00
29	L-100-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	20,000 ^w	\$0.00
30	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	304,170	1.40	\$0.00
31	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	2,266	1.40	\$0.00
32	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	454	4.02	\$0.00
33	L-110-5.2	CONCRETE ENCASED 1-WAY 2" CONDUIT	LF	796	17 ⁰⁰	\$0.00
34	L-110-5.3	NON-ENCASED 2-WAY 4" DUCT	LF	550	26 ^w	\$0.00
35	L-110-5.5	NON-ENCASED 12-WAY 4" DUCT	LF	260	50 ^w	\$0.00
36	L-125-5.1	L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	229	1225 ^w	\$0.00
37	L-125-5.2	L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	654	1225 ^w	\$0.00
38	L-125-5.3	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN	EA	605	610 ^w	\$0.00
39	L-125-5.4	NEW SIZE "B" L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT	EA	7	2600 ^w	\$0.00
40	L-125-5.5	NEW SIZE "B" L-868 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT	EA	13	2600 ^w	\$0.00
41	L-125-5.6	ADJUST EXISTING SIZE "B" L-867 BASE CAN TO NEW FINISH GRADE	EA	56	610 ^w	\$0.00
42	L-125-5.7	NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	13	2500 ^w	\$0.00
43	L-125-5.8	NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	29	3500 ^w	\$0.00

Revised Official Bid Form

44	L-125-5.9	NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN	EA	2	550.00	\$0.00
45	L-140-6.1	24 STRAND FIBER OPTIC CABLE	LF	550	24.00	\$0.00
46	L-140-6.2	(3)-1.25 INNERDUCT	LF	550	23.75	\$0.00
GRAND TOTAL BID NUMBER :						\$0.00

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

NOTES / INSTRUCTIONS:
1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.
2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for <u>all</u> items to be considered a complete and responsive bid.
3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.
4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.
5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.
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7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.
8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.
9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.
10) All project design documents and specifications take precedence over any bid notes mentioned herein.

Attach Mark "A"
 DBE's Confirmed
 Sent 5/17/2020
 RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
 Subcontractor Invitation List
 DBE Highlighted in Yellow per request # 5 5/6/2020

Vendor Name	Email Address	Phone	SCOPE of Work	Contact	Certifications	FEID	Type of Ownership (F-Female M=Male) BF=BM= African Am HF=HM=Hispanic Am AF=AM= Asian Am NF=NM= Native Am CF=CM= Caucasian	Address	Invites sent
Absolute Erosion Control, LLC	Bids@absoluteerosion.com	407.489.4035	Silt fence	Lenny Casiner	FDOT DBE, MBE, SBE	20-4394426		4760 Williamette Cir, Orlando, FL 32826	4/13/2020 4/20/2020 Deliver/Read Receipts attached
C. Slagter Construction, Inc.	rene@slagter.net	616-350-9549	guard rails, hwy const	Rehee	FDOT DBE	45-4217764	F	3333 SW Westover Ct Palm City, FL 34990	4/13/2020 4/20/2020 Deliver/Read Receipts attached
Comerstone Barricades Inc.	lyn@comerstonebarricades.com	352-377-8976	MOT work	Lyn Sowell	DBE, SBE, MBE, SDB, HUBZone, FDOT BDI	81-0763816	BM	5001 N. Nebraska Ave, Tampa, FL 33603	4/13/2020 4/20/2020 Deliver/Read Receipts attached
Denson Construction, Inc.	travis@denson-construction.com	863-709-1001	concrete walls and flatwork	Travis Lester	Hillsborough County Aviation Authority, Greater	59-3571944		4270 Holden Rd Lakeland FL 33811	4/13/2020 4/20/2020 Deliver/Read Receipts attached
Denson Construction, Inc.	travis@denson-construction.com	863-709-1001	concrete walls and flatwork	Travis Lester	DBE, Hillsborough County Aviation Authority, Greater	59-3571944		4270 Holden Rd Lakeland FL 33811	4/13/2020 4/20/2020 Deliver/Read Receipts attached
Grall Enterprises, Inc.	ge12@earthlink.net	305-586-4454	guardrail suppliers (no installation) aluminum rail	Pedro Grall	of FL MBE, S, FI Water Mgmt Distric SBE, and Veteran owned.	65-0066382		12260 SW 94th Street Miami, FL 33186	4/13/2020 4/20/2020 Deliver/Read Receipts attached
GRADING & BUSH HOG SERVICES, INC.	gohstinc@bellsouth.net	904.276.3314	guardrail, handrail, mailboxes	Scott Griffin	FDOT DBE	59-3198636		274 COLLEGE DR ORANGE PARK, FL 32065	4/13/2020 4/20/2020 Deliver/Read Receipts attached
GRADING & BUSH HOG SERVICES, INC.	gohstinc@bellsouth.net	904.276.3314	guardrail, handrail, mailboxes	Scott Griffin	FDOT DBE	59-3198636		274 COLLEGE DR ORANGE PARK, FL 32065	4/13/2020 4/20/2020 Deliver/Read Receipts attached
HighSpans Engineering, Inc.	chelenbrook@highspans.com; vince@highspans.com; engineers@HighSpans.com	239-433-3000	engineering inspection		DBE, MBE	77-0881624		2121 McGregor Blvd, Suite 200 Ft. Myers, FL 33901	4/13/2020 4/20/2020 Deliver/Read Receipts attached
Horses First, Inc.	kcoffey@horsesfirstinc.com; jpaladino@horsesfirstinc.com; asmailkwood@horsesfirstinc.com	813-682-5020	gcm scheduling, planning	Kathie Coffey	Hillsborough WMBE/SBE, WOSB certified	20-3895168		453 SE Naranja Ave, Port St Lucie, FL 34983	4/13/2020 4/20/2020 Deliver/Read Receipts attached
Hyatt Survey Services, Inc.	russell@hyattsurvey.com	941.748.4893	engineering surveying and mapping services, crst staking, as built / record surveys	Russell Hyatt	FDOT DBE, WBE	03-0476553		2012 Lena Road Bradenton, Florida 34211	4/13/2020 4/20/2020 Deliver/Read Receipts attached
KLW Concrete Cutting, Inc	rwalker@klwaw.com	904-328-5307	Concrete Cutting and breaking	Robert Walker	FDOT DBE/MBE/WBE/SEB	47-5650810	BF	12296 Bristol Creek Drive JACKSONVILLE, FL 32218	4/13/2020 4/20/2020 Deliver/Read Receipts attached

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 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
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Vendor Name	Email Address	Phone	SCOPE of Work	Contact	Certifications	FEID	Type of Ownership (F=Female, M=Male) BF=BM= African Am HF=HM=Hispanic; Am AF=AM= Asian Am/ NF=NM= Native Am/ CF=CM= Caucasian	Address	Invoic sent
Liberty Hauling, Inc.	rutn@libertyhauling.com	863.994.1462	haulers	Ruth Wagner	Florida DBE WMBE	37-1453022		7144 EVERGREEN BLVD. POLK CITY, FL 33968	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Lomski Engineering and Testing, Inc.	alomski@let-fl.com	941-979-5744	engineering, testing	Anne Lomski	FDOT DBE & Hills City, Florida UCP	26-4521129		17210 Toledo Blade Blvd, Port Charlotte, FL 33954	4/13/2020 4/20/2020 Delivery/Read Receipts attached
M.P.G. & COMPANY, INC.	mpg9949@aol.com	727.518.1761	signals and lighting	Robin Green	DBE w/COI, FDOT, Hillborough Co. City of Tampa SLBE, S1PEle DBE and Hillsborough City WMBE and SMBE	59-3143615		8949-131st Place N, Largo, FL 33773	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Sabrina's Trucking, LLC	Sabrnatrucking.smedley@gmail.com	813.629.7210	Hauling /trucking	Nate Johnson	WBE for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and Highway Signing	20-4083765		607 Trixi Drive Seffner, FL 33584	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Products of Florida Tampa office	estimate@trafficcontrolproducts.org	813.621.8484	stripping, signs, MOT, HR, mailboxes, barrier wall and signals	Jessica Solomon	WBE for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and Highway Signing	59-2582822		5514 CARMACK ROAD TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Products of Florida Tampa office	estimate@trafficcontrolproducts.org	813.621.8484	stripping, signs, MOT, HR, mailboxes, barrier wall and signals	Jessica Solomon	WBE for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and Highway Signing	59-2582822		5514 CARMACK ROAD TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Products of Florida Tampa office	estimate@trafficcontrolproducts.org	813.621.8484	stripping, signs, MOT, HR, mailboxes, barrier wall and signals	Jessica Solomon	WBE for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and Highway Signing	59-2582822		5514 CARMACK ROAD TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached

Hibbard, Susan (Preferred Materials)

From: Unger, Jacob (Preferred Materials)
Sent: Wednesday, May 6, 2020 10:15 AM
To: Hibbard, Susan (Preferred Materials)
Subject: FW: [EXT] URGENT. 20-34MMW: Rehabilitation of Taxiways A, F, G2 - DBE Information
Attachments: [EXT] RSW Rehab Project; DOC042420-042420.pdf; CSA proposal.docx

Morning Susan,

This is the list of the DBE contractors that provided quotes us, the quotes are also attached.

Baja Electric
On Grade contracting
CSA ENVIRONMENTAL SERVICES, LLC

I'll be in tomorrow to help gather the remaining information if we are still lacking. Again, it seems like majority of the info they are looking for you have already submitted with our initial proposal.

Thanks,

Jacob Unger
Estimating Manager
Southwest FL Region
Asphalt Division

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

C +1 (941) 302-6371
O +1 (813) 612 5740
D +1 (813) 901 4771
F +1 (813) 664 8526
E jacob.unger@preferredmaterials.co

www.preferredmaterials.com

From: Melissa Wendel <mmwendel@flylcpa.com>
Sent: Wednesday, May 6, 2020 9:41 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Julio Rodriguez <jarodriguez@flylcpa.com>; Chad Rosenstein <cmrosenstein@flylcpa.com>
Subject: [EXT] URGENT. 20-34MMW: Rehabilitation of Taxiways A, F, G2 - DBE Information

URGENT. Response required within 48 business hours from receipt of this correspondence.

Mr. Unger:

I need to remind you that there is an anti lobbying requirement in place until such time as an award is made and a contract signed. Therefore, please direct all communications to me and only to me.

I want to thank you for your interest in doing business with Lee County Port Authority and for your exercise of diligence in responding to this request.

--
Melissa M. Wendel, CPPO
Procurement Manager

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913
239-590-4557

Please note: Florida has a very broad public records law. Most written communications to or from Port Authority employees and officials regarding Port Authority business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'exterieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.

Hibbard, Susan (Preferred Materials)

From: David Weinrich <dave@bajaelectric.net>
Sent: Wednesday, April 29, 2020 10:31 PM
To: Unger, Jacob (Preferred Materials)
Subject: [EXT] RSW Rehab Project
Attachments: Preferred Materials RSW Quote.docx; Preferred RSW Quote.pdf; DBE Certificate.pdf

Hello Jacob,

Please see attached quote. Sorry it took me so long. I got my quotes late.

FYI, I am not sure if they look at the NAICS codes on the DBE certificate, but I do not want to get you in a pinch with my codes either. We got the Company DBE with codes for my wife, but she does not hold the license, yet. I was told that as long as the Company is on the FDOT DBE list, we were good.

I have mobilization in the quote, and it is in the total price. If I need to change or fix anything, let me know.

Also, if my bid is crazy low for some odd reason.....throw it away or question me about it. Normally mine are not.

Thank you much.

Dave

David Weinrich
Baja Electric Service Inc
dave@bajaelectric.net
239-656-4186

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'exterieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.

Baja Electric Service Inc

Punta Gorda, FL

239-656-4186

Date 4/29/2020

To: Preferred Materials

RE: Rehabilitation of Taxiway A, F, and G2

Included:

1. Work per plans provided and specified
2. Includes addendums 1, 2, 3, 4

Excluded:

1. Permits or Fees
2. Changes required by Electrical Inspector not in the scope of work
3. Surveying of any type
4. Sod
5. Pavement/Concrete repairs

Our quotation for this project.....\$3,240,414.00

Thank you,

David Weinrich
Baja Electric Service Inc
239-656-4186
dave@bajaelectric.net

Bid Summary

TRADE PACKAGE: ELECTRICAL / LOW VOLTAGE

GRAND TOTAL FOR TRADEPACKAGE
(considered by CM / GC for low bid award): \$ 3,240,414 ^w

NOTICE: This IS a LUMP SUM contract. Basis of award will be based solely on grand total for trade package as a lump sum.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid

Addendum # 1 Date: _____ Addendum # 3 Date: _____
Addendum # 2 Date: _____ Addendum # 4 Date: _____

NAME OF BUSINESS (BIDDER): BAJA ELECTRIC SERVICE INC

AUTHORIZED SIGNATURE: [Signature]

NAME, TITLE, TYPED: DAVID WEINRICH (P.M.)

If awarded this Trade Package, the Trade Package contractor will enter into a LUMP SUM contract with CM/GC Company as specified in the project information sheet, invitation to bid and instructions to bidders. CM/GC Company terms and conditions of the purchase order, bound in the project manual, will be the governing document regardless of any statements to the contrary noted in the bidder's form of proposal.

Bidders are required to submit complete bid sheet in its entirety to include the information listed above.

**UTILIZATION STATEMENT
Woman/Minority-Owned Business Enterprise
(W/MBE)**

By completing this form, you should identify and document whether you will meet the Port Authority's W/MBE participation goal for this project (12 %), and if not, you must identify and provide your firm's good faith efforts documentation to meet the goal.

CERTIFIED W/M/DBE LIST

W/M/DBE Firm Name(s)	Type of Work / Specialty	\$ Value of Work	Percent of Work
1. <u>BATA ELECTRIC</u>	<u>ELECTRICAL</u>	<u>\$ 3,240,414⁰⁰</u>	<u>100</u> %
2. _____	_____	\$ _____	_____ %
3. _____	_____	\$ _____	_____ %

Attach Additional Sheets as Necessary

The undersigned bidder/offeror has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder/offeror is committed to a minimum of 100 % W/M/DBE utilization on this contract.
- The bidder/offeror, while unable to meet the established goal above, hereby commits to a minimum of _____ % W/M/DBE utilization on this contract and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Value of Base Bid	\$ <u>3,240,414⁰⁰</u>
Total of W/M/DBE Subcontract(s) Work	\$ _____

Print Bidder's/Offeror's Company Name	<u>BATA ELECTRIC SERVICES INC</u>
Print Name of Authorized Representative	<u>DAVID WEINRICH</u>

Company Address:	<u>15170 DEER PASS RD</u>		
	City: <u>PUNTA GORDA</u>	State: <u>FL</u>	Zip Code: <u>33955</u>
Phone Number :	<u>239 656 4186</u> E-mail: <u>DAVID@bataelectric.net</u>		

The undersigned hereby further assures that the information included herein is true and correct, and that the W/MBE and or DBE firm(s) listed herein, have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM/GC.

Signature of Authorized Representative _____ Date _____

LETTER OF COMMITMENT
Woman/Minority-Owned Business Enterprise
 (This page shall be submitted for each proposed WMBE firm)

Bidder/Offeror Company Name: BATA Electric Service Inc
 Project Name/ #: REHABILITATION OF TAXIWAYS A, F, AND G 2

WMBE Firm: Company Name: Baja Electric Service Inc
 Address: 15170 DEER PASS RD
 City: Punta Gorda State: FL Zip 33955

WMBE Contact Person: Name: DAVID WEINRICH Phone: (888) 239 656 4186
 E-mail: DAVE@BATAELECTRIC.NET

Work items(s) to be performed by DBE Firm	Quantity/Unit Price	Total Value of Work
ELECTRICAL		3,240,414 ⁰⁰
Totals		

The bidder/offeror is committed to utilizing the above-named WMBE firm for the work described above. The estimated participation is as follows:

Total WMBE contract amount: \$ 3,240,414⁰⁰

Affirmation:
 The above-named WMBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] 4/29/20
 (Signature of WMBE Firm's Authorized Representative) (Date)
P.M.
 (Title)

*In the event the bidder/offeror does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.

10	C-101-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1		\$0.00
11	C-105-1	MOBILIZATION	LS	1	122,250 ^W	\$0.00
12	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1		\$0.00
13	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1		\$0.00
14	M-102-2	SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS	EA	2		
15	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1		\$0.00
16	M-104-1	SAFETY AND SECURITY	LS	1		\$0.00
17	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	8,352		\$0.00
18	P-101-2	BITUMINOUS PAVEMENT MILLING (UP TO 3" DEEP NOMINAL)	SY	187,230		\$0.00
19	P-101-3	CRACK SEALING	LF	60,000		\$0.00
20	P-151-1	CLEARING & GRUBBING	SY	2,484		\$0.00
21	P-152-1	UNCLASSIFIED EXCAVATION	CY	2,511		\$0.00
22	P-152-2	12" COMPACTED SUBGRADE	SY	11,746		\$0.00
23	P-211-1	LIME ROCK BASE COURSE, 10" THICK	SY	11,746		\$0.00
24	S-106-1	GEOTEXTILE FABRIC MOISTURE BARRIER	SF	75,168		\$0.00
25	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	57,635		\$0.00
26	T-904-1	SODDING	SY	17,522		\$0.00
27	T-905-1	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	1,945		\$0.00
28	L-100-5.3	ELECTRICAL DEMOLITION	LS	1	194,168 ^W	\$0.00
29	L-100-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	20,000 ^W	\$0.00
30	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	304,170	1.40	\$0.00
31	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	2,266	1.40	\$0.00
32	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	454	4.02	\$0.00
33	L-110-5.2	CONCRETE ENCASED 1-WAY 2" CONDUIT	LF	796	1.70 ^W	\$0.00
34	L-110-5.3	NON-ENCASED 2-WAY 4" DUCT	LF	550	26 ^W	\$0.00
35	L-110-5.5	NON-ENCASED 12-WAY 4" DUCT	LF	260	56 ^W	\$0.00
36	L-125-5.1	L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	229	1225 ^W	\$0.00
37	L-125-5.2	L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	654	1225 ^W	\$0.00
38	L-125-5.3	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN	EA	605	610 ^W	\$0.00
39	L-125-5.4	NEW SIZE "B" L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT	EA	7	2600 ^W	\$0.00
40	L-125-5.5	NEW SIZE "B" L-868 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT	EA	13	2600 ^W	\$0.00
41	L-125-5.6	ADJUST EXISTING SIZE "B" L-867 BASE CAN TO NEW FINISH GRADE	EA	56	610 ^W	\$0.00
42	L-125-5.7	NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	13	2500 ^W	\$0.00
43	L-125-5.8	NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	29	3500 ^W	\$0.00

Revised Official Bid Form

44	L-125-5.9	NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN	EA	2	550.00	\$0.00
45	L-140-6.1	24 STRAND FIBER OPTIC CABLE	LF	550	24.00	\$0.00
46	L-140-6.2	(3)-1.25 INNERDUCT	LF	550	23.75	\$0.00
GRAND TOTAL BID NUMBER :						\$0.00

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GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

BAJA ELECTRIC SERVICE INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

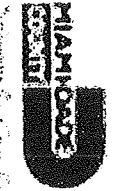
611430, 611710

Samuel Febres

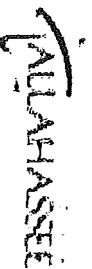
Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation



Tampa
International
Airport



CSA ENVIRONMENTAL SERVICES, LLC

17771 Wells Road, North Fort Myers, FL 33917

(239) 543-8210 Office (239) 543-2975 Fax

Email- csalandclearing@aol.com

Date: 4-23-20

Customer: Preferred Materials

Proposal * Contract * Change Order

CSA Environmental Services, LLC respectfully submits this quote for services at:

Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW +/- .5 acre

Price-

\$ 7,500.00 to push, pile, grub, & dispose of vegetation debris within project limits.

3% of contract amount on Payment/Performance Bond if needed.

Terms for Land Clearing Only-

Unless otherwise stated, price quoted is based upon acreage amount. Should temporary work stoppage occur wherein no fault of CSA and work is unable to be performed, we then will reschedule the completion of the work at our next available time and levy reasonable remobilization and rental charges. CSA is not responsible for removing the following: concrete, steel, fencing, trash, dirt, cattails, lily pads, muck, or anything other than combustible vegetation. Additional fees are required for the following services: hand clearing, chemical treatment of exotics, stripping of dirt, excavation, de-watering, finish grading, disking, and mowing. All construction permitting, staking, silt fence, and project layout shall be completed by contractor prior to CSA commencing work. Contractor is to provide MOT if needed on project and 2 access onto project site. There will be no back charging honored without prior discussion and written agreement between both parties. CSA Environmental Services, their employees, and sub-contractors will not be held liable for any damage to: unmarked or incorrectly located utilities, private property, streets, drainage ditches, city, county, or state property.

Payment-

CSA submits an invoice at the end of every month and payment is due within 30 days. No retainage is to be held. If you require retainage, then add 10% to the above quoted price. Interest shall accrue on all overdue invoices at a rate of 18% per annum. In the event of non-payment, a dispute, or a litigation arises out of this contract, the customer is responsible for all attorney fees for the collection of payment and agrees to meet in a Fort Myers venue.

Project Schedule-

Open. This schedule is contingent on delays from rain, burn-ban, and wind conditions. Please contact Shannen Ayers for further information. 239-872-1292.

Acceptance of this Document-

Your signature to commence services enters you into a binding contract with CSA to provide the services listed above. This also shows acceptance of terms and pricing herein.

Signature

Print Name

Date

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : CSA ENVIRONMENTAL SERVICES LLC

Vendor Name: CSA ENVIRONMENTAL SERVICES LLC
DBE Certification: CERTIFIED MBE Certification: Certified
DBA: Former Name:
Business Description: SITE PREPARATION, CLEARING, GRUBBING

Mailing AddressJ: 17771 WELLS RD
NORTH FORT MYERS, FL 33917-

Contact Name: AMY AYERS Phone: (239) 543-8210 Fax:
Email: CSALANDCLEARING@AOL.COM
ACDBE Status: N

Statewide Availability: N

Certified NAICS
115310 Support Activities for Forestry
238910 Site Preparation Contractors

Run on : 04/23/2020
Page: 1

12409 S.W. Sheri Ave. Unit 101
Lake Suzy, FL 34289



FDOT CERTIFIED DBE

Office: 941-766-6191
Fax: 941-766-7191
Email: info@ongradecontracting.com

Friday, April 24, 2020

TO: PREFERRED MATERIALS

We are pleased to provide a quote for the - RFB 20-34MMW: Rehabilitation of Taxways A, F, and G2 - I have enclosed our scope of work and associated costs.

1	LS	MOBILIZATION	\$30,000.00 / LS	\$30,000.00
8,352	SY	FULL DEPTH ASPHALT PAVEMENT REMOVAL	\$5.50 / SY	\$45,936.00
2,484	SY	CLEARING & GRUBBING	\$9.80 / SY	\$24,343.20
2,511	CY	UNCLASSIFIED EXCAVATION	\$16.14 / CY	\$40,527.54
11,746	SY	12" COMPACTED SUBGRADE	\$9.00 / SY	\$105,714.00
11,746	SY	LIME ROCK BASE COURSE, 10" THICK	\$24.70 / SY	\$290,126.20
75,168	SF	GEOTEXTILE FABRIC MOISTURE BARRIER	\$0.30 / SF	\$22,550.40
1,945	CY	TOPSOIL (FURNISHED FROM OFF THE SITE)	\$25.15 / CY	\$48,916.75
			TOTAL:	\$608,114.09

If there are any questions or we can be of any assistance please feel free to contact us. We appreciate the offer to provide you with a quote and we look forward to working with you more in the near future. See terms and exclusions attached.

Thank you,

Debra A Walker
President



FDOT CERTIFIED DBE

12409 S.W. Sheri Ave. Unit 101
Lake Suzy, FL 34269

Ongrade Contracting, Inc.
Quality Site Construction

Office: 941-766-6191
Fax: 941-766-7191
Email: info@ongradecontracting.com

TERMS:

1. All quotes and prices are good for 15 days, which may then be subject to review or change.
2. All quotes and prices are based on the information received and plans provided for bidding purposes only.
3. Any project changes affecting material, design and/or operational procedures that differ from the contractor's bid may be charged as an extra.
4. Our customers will be immediately notified of any operations required beyond the scope of plans and specifications as encountered.
5. If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of \$3,000.00 per occurrence may be requested.
6. A copy of this proposal must become a part of any contract.
7. Payment is net thirty (30) days, no discounts.
8. Interest rate of 1.5% shall be applied to all past due balances. Owner/Prime Contractor agrees to pay all collection and attorney fees for collection of past due balances.
9. 100% of Mobilization to be paid in first draw.
10. Machine control model and machine control stake out supplied by others

EXCLUSIONS:

These items are expressly excluded from our standard scope of work unless specifically included in our written scope as is specific to the referenced project.

1. Bonds, fees, permits, and de-watering permits.
2. Maintenance of Traffic.
3. Quality Control or Owner Inspection fees.
4. Asphalt or concrete saw cutting, demolition, removal or disposal.
5. All quality control testing.
6. OSHA required soil studies or engineering.
7. Environmental or hazardous material assessments or handling.
8. Excavation or backfill for any and all structural or non-structural concrete work items including but not limited to retaining walls, gravity walls, wing walls, soundwalls, end walls, box culverts, bridge approach, all types of foundations or any channel excavation or backfill unless channel excavation item is quoted.
9. Seeding, mulching, or sod.
10. Removal, repair or replacement of fences or walls.
11. Removal of other trades rock, dirt and or debris.
12. Exc and Backfill for MSE Walls and Straps
13. Engineering layout, staking and as-builts.
14. Water Quality Monitoring or Monitoring of Any Kind
15. Exc or Backfill for any Concrete or Concrete Structure no Matter What Type - This cost is incidental to cost of Structure.
16. Any Asphalt Base or Asphalt Stabilization Work Items
17. If Existing Asphalt is included in Earthwork Quantities and Prime removes those quantities for their own use then Prime must compensate Ongrade for those quantities of material removed.
19. Prime and sand NOT included.

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : ONGRADE CONTRACTING INC

Vendor Name: ONGRADE CONTRACTING INC
DBE Certification: CERTIFIED MBE Certification:
DBA: Former Name:
Business Description: SITE PREPARATION, EXCAVATION, CULVERTS, EROSION CONTROLS, SILT FENCING, GRADING

Mailing Address: 12409 SW SHERI AVE UNIT 101
LAKE SUZY, FL 34269-

Contact Name: DEBRA WALKER Phone: (855) 491-7200 Fax: (941) 766-7191
Email: DEBRA@ONGRADECONTRACTING.COM

Statewide Availability: Y ACDBE Status: N

Certified NAICS

237310 Highway, Street, and Bridge Construction
238910 Site Preparation Contractors
238990 All Other Specialty Trade Contractors
484220 Specialized Freight (except Used Goods) Trucking, Local

Run on : 05/06/2020
Page: 1

KATE'S ENVIRO FENCING INC

3435 QUAIL DR
BONITA SPRINGS, FL 34134

Estimate

Date	Estimate #
4/23/2020	12893

Name / Address
Preferred Materials RFB 30-34MMW Rehabilitation of Taxiway A,F, G2 SW Florida Intrnatl Airport

Item	Description	Qty	Cost	Total
Mobilize	Mobilization- Each	1	300.00	300.00
Erosion C...	Staked silt fence-LF type III FDOT	3,000	1.50	4,500.00
Erosion C...	Geo-textile fabric-SF moisture barrier	75,168	0.51	38,335.68

Price includes material & installation
must be trenchable, layout by others



FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder's bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority's DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE(s) LIST

DBE Firm Name(s)	\$ Value of Work	Percent of Total Project
1. Kates Enviro Fencing Inc _____	\$ 43135.68 _____	_____ %
Type of Work/Specialty: Erosion Control _____		
2. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
3. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
4. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
5. _____	\$ _____	_____ %
Type of Work/Specialty: _____		

Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder is committed to a minimum of _____ % DBE utilization on this project.
- The bidder, while unable to meet the established goal, hereby commits to a minimum of _____ % DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Value of Base Bid	\$ _____
Total of DBE Subcontract(s) Work	\$ _____

Print Bidder's/Offorer's Company Name	_____
Print Name of Authorized Representative	_____

Company Address:	_____		
	City: _____	State: _____	Zip Code: _____
Phone Number :	E-mail: _____		

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative _____ Date _____

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : KATES ENVIRO FENCING INC

Vendor Name: KATES ENVIRO FENCING INC

DBE Certification: CERTIFIED

MBE Certification: Certified

DBA:

Former Name:

Business Description: EROSION CONTROL, SILT FENCING

Mailing Address: 3435 QUAIL DRIVE
BONITA SPRINGS, FL 34134-

Contact Name: JOYCE K COWDREY

Phone: (239) 948-3116

Fax: (239) 948-3117

Email: KENVIRO7@YAHOO.COM

ACDBE Status: N

Statewide Availability: N

Certified NAICS

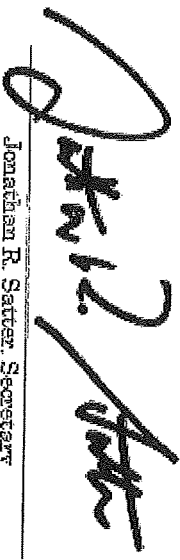
238990 All Other Specialty Trade Contractors

State of Florida
Woman Business Certification

Kate's Enviro Fencing Inc.

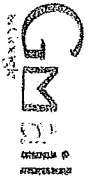
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/20/2019 08/20/2021


Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Joyce Cowdrey <kenviro@katesinc.com>

No Change Declaration Acknowledgement

1 message

DBECert.Help@dot.state.fl.us <DBECert.Help@dot.state.fl.us>
To: kenviro@katesinc.com

Fri, Nov 15, 2019 at 1:27 PM

Email From: DBECert.Help@dot.state.fl.us (DBECert.Help@dot.state.fl.us)

Message:

We have processed your No Change Declaration (NCD), as applicable. Your Anniversary Date is 12/24/2020

Sincerely,
Equal Opportunity Office
DBE Certification

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

PREFERRED MATERIALS INC
5701 E HILLSBOROUGH AVE # 1122

TAMPA, FL 33610-5428

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as Legal Clerk of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 04/05/2020, 04/14/2020

Subscribed and sworn to before on April 14, 2020:

Tara Mondloch

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$322.00
Ad No: 0004134634
Customer No: 1307223
PO #:

of Affidavits 1

This is not an invoice

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Solding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxlways A.F. & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#/main>
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Bids are due in our office 4/24/2020 prior to noon, via email to: jacob.unger@preferredmaterials.com. Direct any questions to Jacob Unger, Estimating Manager 813-901-4771.
April 5 & 14, 2020 No. 4134634

Timestamp	Email Address
3/31/2020 14:56:17 (CDT)	bgrady@gannett.com
Publication Date	
4/14/2020 0:00:00 (CDT)	
Ad Number	
4134634	
Publication	
Naples Daily News	
Delivery Method	
Both	
Number of Affidavits Needed	
1	
Customer Email	
Susan.Hibbard@preferredmaterials.com	
Name	
PREFERRED MATERIALS	
Street	
5701 E HILLSBOROUGH AVE # 1122	
City	
TAMPA	
State	
FL	
ZIP Code	
33610	
Your Name	
Brittany Grady	



INVOICE

All Access Multimedia, Inc.
 14965 Technology Ct. Suite #6
 Ft. Myers, FL 33912
 United States

239-313-5540

BILL TO
Preferred Materials, Inc.
 Susan Hibbard
 5701 E. Hillsborough Avenue, Suite 1122 Tampa, Florida 33610
 Tampa, Florida 33610
 United States

Susan.Hibbard@preferredmaterials.com

Invoice Number: 200053
Invoice Date: April 2, 2020
Payment Due: April 2, 2020
Amount Due (USD): \$0.00

Description	Quantity	Rate	Amount
Advertising - Nuevos Ecos	1	\$495.00	\$495.00
Total:			\$495.00
Payment on April 2, 2020 using VISA ending in 8850:			\$495.00
Amount Due (USD):			\$0.00

Thank you for the opportunity to serve.

Hibbard, Susan (Preferred Materials)

From: Hibbard, Susan (Preferred Materials)
Sent: Wednesday, April 1, 2020 10:18 AM
To: 'info@nuevosEcos.com'
Subject: FW: could someone contact me regarding possibly placing an ad? thank you
Importance: High

Good morning,
I would like information on how to place an ad and what areas you serve.
Thank you,

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, March 30, 2020 2:01 PM
To: info@NuevosEcos.com
Subject: could someone contact me regarding possibly placing an ad? thank you
Importance: High

Call my direct number highlighted in red.
Thank you

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com


www.preferredmaterials.com

AFFIDAVIT OF PUBLICATION OF NEWSPAPER

THE ESTATE OF FLORIDA

County of Lee

I, Jose Fernandez, being duly sworn and say. I am the director of NUEVOS ECOS, a twice-a-month newspaper published at Fort Myers, county of Lee, State of Florida; that said newspaper is in general circulation in the counties of Lee and Collier and is a legal newspaper; that the PUBLIC NOTICE. A copy of which is enclosed hereto, was published in said newspaper once for a period of 15 days in the regular and entire issue of every number there of during the period time of publication, and that publication of such notice began APRIL 15, 2020 and ended APRIL 30, 2020.

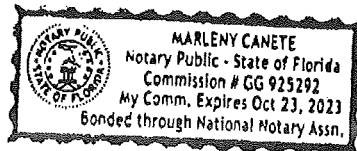
 Jose Fernandez 5/6/2020


Subscribed and sworn before me this the 6th day of May, 2020.

STATE OF FLORIDA

County of Lee

On this 6th day of May in the year 2020, before me, a Notary Public, personally appeared Jose Fernandez, known or identified to me to be the person whose name subscribed to the within instrument, and being by me the first duly sworn, declared that the statements therein are true, and acknowledge to me that he executed the same.





Marleny Canete
Notary Public for Florida
Residing at Cape Coral, Florida
Commission Expires 10/23/2023.



**Preferred
MATERIALS, INC.**

A CRH COMPANY

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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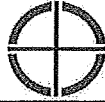
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via email to: jacob.unger@preferredmaterials.com.

Direct any questions to Jacob Unger, Estimating Manager

813-901-4771

Grade Sub Attachment B



FDOT CERTIFIED DBE

12409 S.W. Sheri Ave. Unit 101
Lake Suzy, FL 34269

Ongrade Contracting, Inc.
Quality Site Construction

Office: 941-766-6191
Fax: 941-766-7191
Email: info@ongradecontracting.com

Friday, April 24, 2020

TO: PREFERRED MATERIALS

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1,945	CY	TOPSOIL (FURNISHED FROM OFF THE SITE)	\$25.15 / CY	\$48,916.75
		TOTAL:		\$608,114.09

If there are any questions or we can be of any assistance please feel free to contact us. We appreciate the offer to provide you with a quote and we look forward to working with you more in the near future. See terms and exclusions attached.

Thank you,

Debra A Walker, Pres
Debra A Walker
President



12409 S.W. Sheri Ave. Unit 101
Lake Suzy, FL 34269

Ongrade Contracting, Inc.
Quality Site Construction

FDOT CERTIFIED DBE

Office: 941-766-6191
Fax: 941-766-7191
Email: info@ongradecontracting.com

TERMS:

1. All quotes and prices are good for 15 days, which may then be subject to review or change.
2. All quotes and prices are based on the information received and plans provided for bidding purposes only.
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9. 100% of Mobilization to be paid in first draw.
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EXCLUSIONS:

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2. Maintenance of Traffic.
3. Quality Control or Owner Inspection fees.
4. Asphalt or concrete saw cutting, demolition, removal or disposal.
5. All quality control testing.
6. OSHA required soil studies or engineering.
7. Environmental or hazardous material assessments or handling.
8. Excavation or backfill for any and all structural or non-structural concrete work items including but not limited to retaining walls, gravity walls, wing walls, soundwalls, end walls, box culverts, bridge approach, all types of foundations or any channel excavation or backfill unless channel excavation item is quoted.
9. Seeding, mulching, or sod.
10. Removal, repair or replacement of fences or walls.
11. Removal of other trades rock, dirt and or debris.
12. Exc and Backfill for MSE Walls and Straps
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14. Water Quality Monitoring or Monitoring of Any Kind
15. Exc or Backfill for any Concrete or Concrete Structure no Matter What Type - This cost is incidental to cost of Structure.
16. Any Asphalt Base or Asphalt Stabilization Work Items
17. If Existing Asphalt is included in Earthwork Quantities and Prime removes those quantities for their own use then Prime must compensate Ongrade for those quantities of material removed.
19. Prime and sand NOT included.

REVISED FORM 2 - ADDENDUM 4

OFFICIAL BID FORM - This form must be submitted with the bidder's bid submittal

RFB20-34MMW

BIDDER: Preferred Materials

BID DUE DATE: THURSDAY, APRIL 30, 2020

PRIOR TO 2:00 P.M. LOCAL TIME

Lee County Port Authority Purchasing Office
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment,

**REHABILITATION OF TAXIWAYS A, F, and G2
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

			Bidder's Company Name Preferred Materials			
ITEM	TECH. SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID PRICE
1**	M1001	GROUND PENETRATION TEST INSTALLATION	LF	2764	\$ 13.92	\$ 38,398.88
2**	M1012	SO SURFACE PRESSURE GRINDING	CY	205	\$ 200.68	\$ 41,139.40
3**	F1014	HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE	TON	21373	\$ 124.37	\$ 2,657,155.21
4**	F1015	HOT MIXED ASPHALT PAVEMENT, BASE COURSE	TON	7485	\$ 157.86	\$ 1,179,108.50
5**	F1016	HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE	TON	22728	\$ 122.56	\$ 2,783,491.28
6**	P1011	PAVEMENT RUNWAY AND TAXIWAY PAINTING WITH IMPREGASS BEARS (YELLOW) WHITE MARK	SP	127,876	\$ 1.29	\$ 165,860.04
7**	P1012	PAVEMENT RUNWAY AND TAXIWAY PAINTING WITH IMPREGASS BEARS (BLACK)	SP	75,488	\$ 1.01	\$ 76,242.88
8**	P1013	TEMPORARY RUNWAY AND TAXIWAY PAINTING WITH NOBLESS BEARS (YELLOW) WHITE MARK	SP	75,488	\$ 0.83	\$ 62,655.04
9**	P1014	RUNWAY AND TAXIWAY PAINT BEARS	SP	15,010	\$ 1.10	\$ 16,511.00

10	C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM	LS	1	\$132,855.61	\$ 132,855.61
11	C-105-1	MOBILIZATION	LS	1	\$393,065.00	\$ 393,065.00
12	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$ 35,813.72	\$ 35,813.72
13	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1	\$262,717.07	\$ 262,717.07
14	M-102-2	SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS	EA	2	\$ 29,999.69	\$ 59,999.38
15	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1	\$278,106.08	\$ 278,106.08
16	M-104-1	SAFETY AND SECURITY	LS	1	\$287,335.72	\$ 287,335.72
17	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	8,352	\$ 1.26	\$ 10,523.52
18	P-101-2	BITUMINOUS PAVEMENT MILLING (UP TO 3" DEEP NOMINAL)	SY	187,230	\$ 1.27	\$ 237,782.10
19	P-101-3	CRACK SEALING	LF	60,000	\$ 0.47	\$ 28,200.00
20	P-151-1	CLEARING & GRUBBING	SY	2,484	\$ 6.56	\$ 16,295.04
21	P-152-1	UNCLASSIFIED EXCAVATION	CY	2,511	\$ 10.64	\$ 26,717.04
22	P-152-2	12" COMPACTED SUBGRADE	SY	11,746	\$ 5.01	\$ 58,847.46
23	P-211-1	LIME ROCK BASE COURSE, 10" THICK	SY	11,746	\$ 20.99	\$ 246,548.54
24	S-106-1	GEOTEXTILE FABRIC MOISTURE BARRIER	SF	75,168	\$ 0.29	\$ 21,798.72
25	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	57,635	\$ 0.01	\$ 576.35
26	T-904-1	SODDING	SY	17,522	\$ 2.81	\$ 49,236.82
27	T-905-1	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	1,945	\$ 17.56	\$ 34,154.20
28	L-100-5.1	ALCMS MODIFICATIONS	ALLOW	1	\$ 20,000.00	\$ 20,000.00
29	L-100-5.2	ALCMS MODIFICATIONS CONTRACTOR EFFORT	LS	1	\$ 5,305.74	\$ 5,305.74
30	L-100-5.3	ELECTRICAL DEMOLITION	LS	1	\$105,265.78	\$ 105,265.78
31	L-100-5.4	EXISTING VAULT MODIFICATIONS	LS	1	\$ 8,842.53	\$ 8,842.53
32	L-100-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	\$ 8,842.53	\$ 8,842.53
33	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	304,170	\$ 1.54	\$ 468,421.80
34	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	2,266	\$ 1.49	\$ 3,376.34
35	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	454	\$ 5.73	\$ 2,601.42
36	L-110-5.2	CONCRETE ENCASED 1-WAY 2" CONDUIT	LF	796	\$ 25.36	\$ 20,186.56
37	L-110-5.3	NON-ENCASED 2-WAY 4" DUCT	LF	550	\$ 15.76	\$ 8,668.00
38	L-110-5.5	NON-ENCASED 12-WAY 4" DUCT	LF	260	\$ 67.54	\$ 17,560.40
39	L-125-5.1	L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	229	\$ 1,742.40	\$ 399,009.60
40	L-125-5.2	L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	654	\$ 1,662.82	\$ 1,087,484.28
41	L-125-5.3	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN	EA	605	\$ 771.45	\$ 466,727.25
42	L-125-5.4	NEW SIZE "B" L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT	EA	7	\$ 1,512.13	\$ 10,584.91
43	L-125-5.5	NEW SIZE "B" L-868 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT	EA	13	\$ 2,326.03	\$ 30,238.39
44	L-125-5.6	ADJUST EXISTING SIZE "B" L-867 BASE CAN TO NEW FINISH GRADE	EA	56	\$ 618.65	\$ 34,644.40

Pmt Removal - \$10,523.52
 Clear & Grubb - \$16,295.04
 Unclass exc - \$26,717.04
 12" Compact Subgr - \$58,847.46
 Lime Rock 10" - \$246,548.54
 Geo fabric - \$21,798
 Top soil 34,154.20

\$414,884.52 / Internal Cost

45	L-125-5.7	NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	13	\$ 4,969.35	\$ 64,601.55
46	L-125-5.8	NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	29	\$ 5,367.28	\$ 155,651.12
47	L-125-5.9	NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN	EA	2	\$ 4,067.38	\$ 8,134.76
48	L-140-6.1	24 STRAND FIBER OPTIC CABLE	LF	550	\$ 4.09	\$ 2,249.50
49	L-140-6.2	(3)-1.25 INNERDUCT	LF	550	\$ 5.46	\$ 3,003.00
GRAND TOTAL BID NUMBER :					\$	11,275,441.28

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

**FAA Advisories to be followed (or newer version as updated by FAA):
 FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200- 18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.**

NOTES / INSTRUCTIONS:
1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.
2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.
3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.
4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.
5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.
6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place,
7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110
8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.
9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.
10) All project design documents and specifications take precedence over any bid notes mentioned herein.

KATE'S ENVIRO FENCING INC

3435 QUAIL DR
BONITA SPRINGS, FL 34134

Attachment "D"
Geo/fabric Sub

Estimate

Date	Estimate #
4/23/2020	12893

Name / Address
Preferred Materials RFB 30-34MMW Rehabilitation of Taxiway A,F, G2 SW Florida Intrnatl Airport Revised

Item	Description	Qty	Cost	Total
Mobilize	Mobilization- Each	1	300.00	300.00
Erosion C...	Staked silt fence-LF type III FDOT	3,000	1.50	4,500.00
Erosion C...	Geo-textile fabric-SF moisture barrier *preparation of surface area by others * Revision	75,168	0.51	38,335.68

Price includes material & installation
must be trenchable, layout by others



PURCHASING OFFICE
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

REQUEST FOR BIDS (RFB) 20-34MMW
FOR
REHABILITATION OF TAXIWAYS A, F, and G2
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

DATED: March 19, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Melissa M. Wendel, CPPO, Procurement Manager
Telephone: (239) 590-4556 * Email: mmwendel@flyLCPA.com

MANDATORY PRE-BID MEETING

Thursday, April 2, 2020 at 10:00 a.m., local time
May be attended physically or remotely

Physical: 11000 Terminal Access Rd., Third Floor
- Wright Brothers Conference Room, Ft. Myers, FL 33913

Remote Meeting ID/Phone: meet.google.com/avb-bmnb-hcy
Phone Number: (US)+1 732-844-9255 - PIN: 780 375 479#

INQUIRIES/CLARIFICATION REQUESTS DEADLINE

Wednesday, April 15, 2020 by 5:00 p.m. local time

BIDS DUE

Thursday, April 30, 2020 by 2:00 p.m. local time
11000 Terminal Access Road - Third Floor – Wright Brothers Conference Room
Ft. Myers, FL 33913



Contents

- PART A - INFORMATION FOR BIDDERS
 - PART B - SPECIAL INSTRUCTIONS & REQUIREMENTS
 - PART C - PROJECT INFORMATION
 - PART D - GRANT REQUIREMENTS & DAVIS BACON WAGE REQUIREMENTS
 - PART E - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
 - PART F - INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS
 - PART G - FORMS
 - Form 1: Bidder's Certification
 - Form 2: Official Bid Form
 - Form 3: Lobbying Affidavit
 - Form 4: Public Entity Crimes Form
 - Form 5: Bidder's Scrutinized Companies Certification
 - Form 6: Bid Bond
 - Form 7: Public Construction Bond
 - Form 8: Reserved
 - Form 9: Utilization Statement - DBE
 - Form 10: Letter Of Commitment (DBE)
 - Form 11: Certificate of Buy America Compliance for Total Facility
 - Form 12: Certificate of Buy America Compliance - Manufactured Products
 - Form 13: Certificate of Bidder regarding Tax Delinquency and Felony Conviction
 - Form 14: Trade Restriction Certification
 - Form 15: No bid submission (optional form)
- sealed bid label

ATTACHMENTS:

- GENERAL CONDITIONS
- SPECIAL CONDITIONS
- TECHNICAL SPECIFICATIONS
- PLANS
 - Construction Safety & Phasing Plan (CSPP)
 - Project Summary Schedule

Request for Bid 20-34MMW
REHABILITATION OF TAXIWAYS A, F AND
G2 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

The Lee County Port Authority (Authority) invites the submission of sealed bids from all interested and qualified bidders for the rehabilitation of approximately 200,500 SY of bituminous aircraft taxiway pavement, airfield lighting & signage replacement and site work elements. The work includes furnishing labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work shown on the bid documents.

Solicitation documents are available electronically at www.publicpurchase.com or by calling the Lee County Port Authority Purchasing Office at (239) 590-4557.

A **mandatory pre-bid meeting** will be held at 10:00 a.m. on April 2, 2020. Potential bidders may participate by physically reporting to the site of the pre-bid meeting or by remote participation.

The pre-bid meeting will be conducted at the Lee County Port Authority Administrative Offices, Southwest Florida International Airport, 3rd Floor in the Wright Brothers Conference Room located at 11000 Terminal Access Road, Fort Myers, Florida 33913.

To participate remotely, potential bidders must select one or both of the following options: **Login:** meet.google.com/avb-bmnb-hcy or **Phone:** (US)+1 732-844-9255 - **PIN: 780 375 479#**. Roll call will be taken. Remote attendees must be able to communicate bidder representative name and company for the attendance register.

Sealed bids must be submitted no later than 2:00 p.m., April 30, 2020, at which time received bids will be opened at Southwest Florida International Airport, 3rd floor, 11000 Terminal Access Road, Fort Myers, FL 33913.

AMERICANS WITH DISABILITIES: Any person needing special accommodation to attend a public meeting such as a pre-bid meeting or the public opening should contact the Authority's contact person listed below at least 7 days prior to the scheduled meeting.

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

Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to respond to this notification.

For more information, please contact Melissa M. Wendel, CPPO - Procurement Manager at (239) 590-4557 or email: mmwendel@flylcpa.com

PART A
INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

Bids will be opened and read publicly at the time and place specified in this Request for Bids. The Authority reserves the right to extend this date and time at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to attend the bid opening.

A.02 DELIVERY OF BIDS

The delivery of the sealed bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.

Bids must be sealed and marked with the solicitation number and title on the exterior of the package. The submission is to contain one (1) original and three (3) identical hard copies plus an identical electronic copy of the bid in searchable PDF format as a single file on a USB thumb drive. In case of discrepancy in content between the hard copies and the USB thumb drive, the original hard copy will govern. All bids must be delivered to:

**LEE COUNTY PORT AUTHORITY PURCHASING OFFICE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS ROAD
THIRD FLOOR - SUITE 8671
FORT MYERS, FLORIDA 33913-8899**

All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittal in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall be contained on a single USB thumb drive.

Electronically submitted or faxed bids will not be considered.

A.03 DELAYS CAUSED BY DELIVERY SERVICES

Delivery of sealed bids to the Lee County Port Authority Purchasing Office prior to the time set for the bid opening is solely and strictly the responsibility of the Bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed.

Bidders are advised that the United States Postal Service and third party express mail services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

Any bid received after the deadline for submittal of bids will not be considered.

A.04 INQUIRIES/CLARIFICATION

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Each bidder shall examine all RFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestion, or requests concerning interpretation, clarification or additional information pertaining to this RFB shall be made through the Purchasing Office. No interpretation of the meaning of the plans, specifications or any other portion of the solicitation documents will be binding if made to any bidder orally by the Authority or by any representative of the Authority. Bidders may submit written email inquiries regarding this RFB to the Purchasing Office contact indicated on the cover page. The deadline to submit to the Purchasing Office, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFB can be located on the cover page of this RFB. The Authority may choose not to respond to inquiries received after inquiry/clarification deadline has passed.

A.05 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses Public Purchase to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting Public Purchase Vendor Support at 801.932-7000, or by registering at <https://www.publicpurchase.com/register> or by accessing the electronic link available at the Authority website www.flylcpa.com/purchasing or by calling the Purchasing Office at (239) 590-4556.

It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office. All addenda shall become part of the bid documents.

A.06 PRE-BID MEETING

If indicated, a pre-bid meeting will be held at the location on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. Bidders' failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

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

A.07 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the project site(s) or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the RFB documents. The Authority will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the project site(s) to its former condition upon completion of such explorations. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the work are identified in the RFB documents.

Prior to submitting a bid, each bidder shall examine the project site(s) and all conditions thereon fully familiarizing themselves with the full scope of the work. Failure to become familiar with project site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A.08 COST OF PREPARATION

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

A.09 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or pre-bid meeting should contact the designated Purchasing Office contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 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 Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder 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/sub consultants, including procurement of materials and leases of equipment. The successful Bidder will not participate directly or indirectly in 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.

A.11 GENERAL CIVIL RIGHTS

The successful Bidder 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 benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.12 CALCULATIONS, ERRORS, OMISSIONS

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing shall prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be legibly completed in ink or typewritten. Where submitted bids have erasures or corrections, such erasures or corrections must be initialed in ink by the Bidder. Bids submitted on a form other than what is furnished herein, or bids submitted on the Authority's bid form that is altered or detached, will be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.13 DIRECT PURCHASE

If applicable, the Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of any purchase agreement resulting from this RFB.

A.14 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE

Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07.

If a Bidder believes any of the information contained in their response is exempt from disclosure under the Florida public records law, Bidder must specifically identify the material which it claims is exempt and cite the legal authority for the exemption. Upon the Authority's receipt and review of an exemption claim, the Authority's determination of whether an exemption applies shall be final.

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.16 TAX EXEMPT

The Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to the contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.17 EXAMINATION OF BID SOLICITATION INFORMATION

Each Bidder is required, before submitting a bid, to be thoroughly familiar with each and every requirement contained within the solicitation documents, including any addenda. No additional allowances will be made because of lack of knowledge of the requirements contained herein. All Bidders must carefully review the bid documents in their entirety to become familiar with what is required, including information on all bid forms.

A.18 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgement, and conforms to applicable state and local laws or regulations.

The Authority further reserves the right to make inquiries, request clarifications, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of an agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the Authority depending on available competition and current needs of the Authority. All such actions shall promote the best interest of the Authority.

A.19 AUTOMATIC DISQUALIFICATION

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Bids.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Evidence that bidder has a financial interest in the company of a competing bidder.

- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes.
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid.

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in the exercise of its sole discretion, if Bidder 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 F.S.; or if bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

A.21 NO LOBBYING:

All Bidders 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 are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, or agents are hereby placed on notice that they are not to contact any persons listed above (with the exception of the designated Purchasing Office contact indicated on the cover page of this RFB) if they intend to submit or have submitted a bid for this project. All Bidders and their subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 RIGHT TO PROTEST

A bidder affected adversely by an intended decision to award a bid shall file a written notice of intent to file a protest with the Purchasing Office no later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.23 FINANCIAL RESPONSIBILITY

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

A.24 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize, i.e., piggyback, an agreement entered into pursuant to this RFB, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.25 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.26 NONEXCLUSIVITY OF AGREEMENT

The successful Bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.27 NON-APPROPRIATION OF FUNDS

Any agreement resulting from this RFB is contingent upon the receipt of grant funds by the Authority. If funds are not appropriated or otherwise made available to support the agreement, an award of the lowest, responsive and responsible bid may not be made.

A.28 WITHDRAWAL OR REVISION OF BIDS

A Bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided the Bidder's written request to withdraw is received by the Authority before the time specified for receiving the bids. Revised bids must be received prior to the date and time of the bid opening at the place specified. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids will be returned to the Bidder unopened.

A.29 UNBALANCED BIDS

The Authority recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing their bids. However, where in the opinion of the Authority such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.30 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the work or otherwise creating an appearance of an undercapitalized bidder.

In the event the Authority presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The Authority reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 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.32 BID EVALUATION

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serves the best interests of the Authority, in the Authority's sole judgment.

No award will be made until the Authority has concluded such investigations, as it deems necessary to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

A.33 EXECUTION OF AGREEMENT

The successful Bidder(s) shall execute and return the Authority provided agreement within ten (10) calendar days from issuance of the notice of intent to award the bid. A sample agreement in substantially the same form as the agreement the successful bidder will be required to sign is available on request. **The successful Bidder will be required to execute the Authority's form of agreement.** Failure of the successful Bidder to execute the agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement executed by the successful Bidder, the Authority shall complete the execution of the awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the Bidder. Delivery of the fully executed awarded agreement to the Bidder shall constitute the Authority's approval to be bound by the successful Bidder's bid and the terms of the agreement.

Until approval and final execution of the agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted.

A.34 PAYMENT

The accepted bid price for the scope of work to be provided will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices shall include the assigned contract number and shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.**

[END of PART A.]

PART B SPECIAL INSTRUCTIONS AND REQUIREMENTS

Bidders must carefully review the Request For Bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida legal business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

Each bidder must demonstrate to the satisfaction of the Authority that all minimum qualifications have been met. Any bid received which does not meet these minimum qualifications will be deemed nonresponsive.

The bidder must be FDOT prequalified in at least one of the major trade categories associated with the contract scope.

The bidder and bidder's paving subcontractor (if not the prime bidder) must have successfully completed an airport taxiway or runway pavement project similar in scope and complexity within the last five (5) years from the date bids are due. The Authority will consider a project successfully completed if a certificate of substantial completion has been issued and the Authority receives a positive reference from the airport or the airport's engineer who was directly involved with the project referenced.

The paving subcontractor (if not the prime bidder) must have access to full machine control 25' wide paving equipment and must demonstrate its experience using this equipment through successfully completing an airport paving project within the last five (5) years.

Additionally, bidder must have airport construction experience at a FAA Part 139 medium or large hub airport performing work in accordance with FAA prescribed technical specifications, phasing, airfield lighting and airfield maintenance of traffic procedures.

B.02 BASIS OF AWARD

The award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the grand total bid, which is the sum of all bid line items. To be considered for award, bidder is required to bid all line items.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.



The Authority reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 PUBLIC BID DISCLOSURE ACT

Pursuant to the requirements of Section 218.80, Florida Statutes, the following local government permits and fees must be obtained and paid for by the successful bidder:

<u>Permit or Fee</u>	<u>Cost</u>
Miscellaneous Permit Fees	\$3,000.00
NPDES Permit Fee	\$ 300.00

This information is provided to disclose permits and fees required by Lee County and the Authority for this project and does not relieve the Bidder of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in the bidding or contract documents. Costs for fees are to be included in the bid item for mobilization costs.

B.04 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

Employees of the successful bidder or subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

B.05 WARRANTY

Successful bidder warrants that for a period of one year from the date of substantial completion, all work, materials, and equipment furnished as defined herein shall be guaranteed and warranted to be free from defects due either to faulty materials or equipment or faulty workmanship.

During the warranty period, Authority may, at its option, request that successful bidder, at its cost, repair or replace any defective materials, equipment or workmanship upon written notice to successful bidder. In that event successful bidder shall repair or replace the defective materials, equipment or workmanship, at its sole expense, within thirty days. Alternatively, Authority may return the defective goods at successful bidder's expense, for a full refund. Exercise of either option shall not relieve successful bidder of any liability to Authority for damages sustained by virtue of successful bidder's breach of the warranty.

[END OF PART B.]

PART C PROJECT INFORMATION

C.01 PROJECT DESCRIPTION

This project consists of the rehabilitation of approximately 200,500 SY of bituminous aircraft taxiway pavement, airfield lighting & signage replacement and site work elements. The work includes furnishing labor, materials, equipment, services, insurance, bonding, permits and incidentals for the work shown on the technical specifications and plans which are a part of these bid documents.

The bid documents consist of Parts A – G and Forms 1 – 15 of this Request for Bid and the following attachments: General Conditions, Special Conditions, Technical Specifications, Plans, CSPP (Construction Safety Phasing Plan) and any and all addendum issued pursuant to this competitive solicitation.

C.02 BASE BID DESCRIPTION

The base bid includes all of the work described in the above project description and as shown on the project drawings and called for in the specifications. The sum of all bid items which comprise the base bid is referenced on the bid form as the grand total bid number. All bidders are required to hold their bid prices for 180 days after the date bids are due.

C.03 CONTRACT TIME

- From the date of issuance of Notice to Proceed (NTP) to overall project substantial completion = 460 calendar days
- From the date of substantial completion to project final completion = 30 calendar days

C.04 LIQUIDATED DAMAGES

\$1,000 per day for Contractor's failure to achieve substantial completion by the overall project deadline.

\$1,000 per day for Contractor's failure to achieve final completion by the established deadline. These damages are cumulative.

\$5,000 per day that Contractor fails to re-open the closed taxiway pavement for Phases 5 & 8 at the predetermined time during construction.

\$10,000 per 15 minute segment (or portion thereof) that Contractor fails to re-open the closed Runway pavement at the predetermined time during construction.

C.05 WARRANTY PERIOD

One year from date that Certificate of Substantial Completion is issued.

C.06 DBE PARTICIPATION GOAL

The DBE goal established for this project is fourteen percent (14%).

[END OF PART C]

PART D
GRANT REQUIREMENTS
And
DAVIS BACON WAGE RATES

The Lee County Port Authority has worked with the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) and partner airlines to secure funding for this project. The rehabilitation of taxiways project described herein relies on using federal and state grants and Passenger Facility Charges Revenues. As such, requirements of the grantor as specified in the technical specifications under General Contract Provisions are applicable terms and conditions to any agreement resulting from this Request for Bid. Further, each bidder shall submit with its bid the applicable forms that are attached and included in this Request for Bid.

In the technical specifications under General Contract Provisions, where the term “Contractor” is used, it shall be understood to mean the successful bidder who is awarded an agreement pursuant to this Request for Bid. In addition, where the term “Owner” is used in this Part D, it is understood to mean the Lee County Port Authority.

Davis-Bacon Requirements apply to this contract resulting from this solicitation. The following wage rate determination is provided as a convenience. Successful Bidder is responsible to verify and utilize the most current applicable wage rates in effect at the time of the agreement. Wages rates determination is posted at www.dol.gov

"General Decision Number: FL20200120 01/03/2020

Superseded General Decision Number: FL20190120

State: Florida

Construction Type: Heavy

County: Lee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.



Modification Number	Publication Date		
0	01/03/2020		
* ELEC0915-003 12/01/2019			
	Rates		Fringes
ELECTRICIAN.....	\$ 30.01		39%+0.35

ENGI0487-014 07/01/2013			
	Rates		Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, StaticMount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons;			
Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 29.05		8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck	\$ 28.32		8.80
OPERATOR: Drill.	\$ 25.80		8.80
OPERATOR: Oiler	\$ 22.99		8.80

IRON 0397-006	07/01/2019		
	Rates		Fringes
IRONWORKER, STRUCTURAL	\$ 30.85		16.47

LABORER 1652-004	05/01/2018		
	Rates		Fringes
LABORER: Grade Checker	\$ 22.05		7.27

PAIN0T088-008 08/01/2019			
	Rates		Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21		11.28

SUFL2009-159 06/24/2009			
	Rates		Fringes
CARPENTER	\$ 14.95		2.92
CEMENT MASON/CONCRETE FINISHER	\$ 14.77		3.50



LABORER: Common or General	.....\$ 9.72	1.31
LABORER: Landscape	.....\$ 7.25	0.00
LABORER: Pipelayer	.....\$ 11.33	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	.....\$ 10.63	2.20
OPERATOR: Asphalt Paver	.....\$11.59	0.00
OPERATOR: Backhoe Loader Combo	.....\$ 16.10	2.44
OPERATOR: Backhoe/Excavator	.....\$ 14.91	1.08
OPERATOR: Bulldozer	.....\$ 17.00	0.00
OPERATOR: Grader/Blade	.....\$ 16.00	2.84
OPERATOR: Loader	.....\$14.75	0.00
OPERATOR: Mechanic	.....\$14.32	0.00
OPERATOR: Roller	.....\$10.76	0.00
OPERATOR: Scraper	.....\$11.00	1.74
OPERATOR: Trackhoe	.....\$20.92	5.50
OPERATOR: Tractor	.....\$10.54	0.00
TRUCK DRIVER, Includes Dump Truck	.....\$11.00	0.00
TRUCK DRIVER: Lowboy Truck	.....\$12.73	0.00
TRUCK DRIVER: Off the Road Truck	.....\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division



U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

[END OF PART D.]

PART E DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Participation by Disadvantaged Business Enterprises (DBE)

The Lee County Port Authority (Port Authority) is dedicated to promoting the full participation of Disadvantaged Business Enterprises (DBE) in all Port Authority projects. Therefore, for the purposes of this Request for Bids 20-34MMW: Rehabilitation of Taxiways A, F and G2, any individual or firm who enters into an agreement with the Port Authority shall make every possible effort to meet or exceed the established Project DBE Goal. This includes, but is not limited to, subcontracting, and the expenditures for materials and supplies.

The Port Authority and its contractors agree to ensure that DBEs will have the maximum opportunity to participate in the performance of this Project. In this regard, contractors shall take all necessary and reasonable steps to ensure that DBEs have adequate opportunities to compete for and perform contracts under this project. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation-assisted and Port Authority contracts.

Participation Goals

If awarded, the contractor will enter into a lump sum contract with the Port Authority. The attainment of the DBE goal established for this project is to be measured as a percentage of the total value of the base bid, including all contract amendments. The DBE goal established by the Port Authority under this project is anticipated at **14%** participation.

Responsible and Responsive

In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal. This may be accomplished in one of two ways:

1. By meeting the project DBE goal and documenting the commitments with the DBE firm(s); or
2. By providing documentation of the bidder's good faith efforts to meet the project goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the bidder to submit appropriate documentation or to demonstrate that "good faith efforts" were made to reach out to DBEs to obtain participation. Additional information may be requested from the Bidder/Proposer regarding their proposed DBE participation.

Required Certification

All DBE firms must be properly certified prior to the bid opening. The Port Authority only recognizes the following DBE certification under this project.

DBE Certification - Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established DBE goal. All DBE firms in Florida are listed in a single DBE UCP Directory. Contractors should refer to this directory to identify potential DBEs for the work. The FUCP Directory is found at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>
or
<http://www.flylcpa.com/dbe>.

Additional assistance may be obtained by calling the Port Authority's DBE Manager Julio Rodriguez at 239-590-4625.

DBE CONDITIONS

The Lee County Port Authority (Port Authority) and its contractors agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted and Port Authority contracts.

DEFINITIONS

- Disadvantaged Business Enterprise (DBE) – This term, as used in this Request for Bids solicitation document shall have the same meaning as defined in paragraph 26.5 of Subpart A to 49 CFR Part 26.
- General Contractor – This term refers to the successful bidder whose bid is awarded pursuant to this RFB.
- Good Faith Efforts – means the successful bidders efforts to achieve a DBE goal.

The following conditions apply to any contract resulting from this Request for Bids. Submission of a bid by a prospective contractor/subcontractor shall constitute full acceptance of these bid conditions:

2. DBE BID CONDITIONS

- a. **Expenditures Counting Towards DBE Goal** – For non-DBE contractor(s) and subcontractor(s), the Port Authority and its CM/GC will count towards the DBE goal sixty percent (60%) of expenditures for materials and supplies required under the contract and obtained from a DBE established dealer, and one hundred percent (100%) of such expenditures obtained from a DBE manufacturer.
- b. **Responsible and Responsive** - In order to be considered responsible and responsive, bidder must make good faith efforts to meet the identified DBE goal established for this project. This may be accomplished in one of two ways:

1. By meeting the DBE Participation Goal and documenting the commitments of the DBE firms; or
2. By documenting adequate bidder's good faith efforts to meet the goal.

DBE participation or reasonable good faith efforts is a matter of responsiveness. Failure to provide this information may result in your bid being declared non-responsive. It is incumbent on the bidder to submit appropriate documentation to demonstrate that "good faith efforts" (as defined in 49 Code of Federal Regulation Part 26, Appendix A, Subpart C 26.53) was made to reach out to DBEs to obtain participation.

- c. **DBE Forms** - Completed *DBE Utilization Statement* and *Letter of Commitment(s)* must be submitted with this Request for Bid. The *Letter(s) of Commitment* must be completed by each DBE firm proposed to be used in this project.

Note: Additional information may be requested from any bidder regarding their proposed DBE participation.

- d. **DBE Required Certification** – All DBEs MUST BE PROPERLY CERTIFIED PRIOR TO THE BID OPENING. Only DBE firms certified under the Florida Unified Certification Program (FUCP) in the State of Florida shall be counted toward the established goal. DBE firms in Florida are listed in a single DBE FUCP directory. Bidders should refer to this directory to identify potential DBEs for the work.

The Directory is found at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Or <http://www.flylcpa.com/dbe>

Additional assistance may be obtained by calling the Port Authority's DBE Manager at 239-590-4625.

3. DBE CONTRACT CONDITIONS

- a. **Policy** - The policy of the Port Authority is to ensure nondiscrimination in the award and administration of DOT-assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to ensure that the DBE Program is narrowly tailored by utilizing race neutral/race conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 and Part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT-assisted contracts; and to

assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

- b. **Contract Assurances** - Each contractual agreement with a contractor (and each subcontract the Prime Contractor signs with a Subcontractor) must include the following assurance:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 recipient deems appropriate.

- c. **Prompt Payment and Release of Retainage Clause** - The Port Authority will include the following clause in each DOT-assisted prime contract, and the prime contractor will require all subcontractors to have this clause in their subcontracts:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the Prime Contractor receives from the Port Authority. The Prime Contractor agrees further to return retainage payments to each Subcontractor within forty-five (45) days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of the Authority.

Note: This clause applies to both DBE and non-DBE subcontractors.

- d. **DBE Signed Contracts** - The General Contractor/Consultant must submit copies of the signed contracts with the DBE(s) who will be utilized as subcontractors and are listed in its bid for work to be performed under the scope of services of the General Contractor/Consultant's contract with the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Port Authority. Said contracts shall be submitted not later than fifteen (15) days after the General Contractor is in receipt of their Notice-To-Proceed from the Port Authority.
- e. **Bidders List Data** – For all DOT-assisted contracts a list of all DBE and Non-DBE firms that bid on prime contracts, or bid or quote subcontracts and materials supplied shall be submitted to the Port Authority no later than fifteen (15) days after the General Contractor/Consultant is in receipt of their signed contract from the Lee County Port Authority. See attached Bid Opportunity List



- f. **Mobilization** – The General Contractor will provide the DBE Subcontractor with mobilization funds provided by the Port Authority based on the DBE’s portion of work to be performed. The mobilization funds will be included as a part of the DBE Subcontractor’s bid price. The total DBE mobilization funds will be indicated as a separate line item on the schedule of values.

- g. **On-Site Visits** – Upon request, the General Contractor will assist the Port Authority’s DBE Office in conducting on-site monitoring of all DBE Subcontractors.

- h. **Prohibited** – Agreements between the General Contractor and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

- i. **Replacements** - If the General Contractor deems it necessary to replace a DBE subcontractor/subconsultant, the General Contractor shall make an acceptable good faith effort to use another DBE subcontractor. **Substitutions must be coordinated with and approved by the Port Authority at the Authority’s sole discretion.**

[END OF PART E.]

PART F

INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

No agreement will be made pursuant to this Request for Bid until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder 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 bidder. At the discretion of the Authority, insurance limits may be reevaluated and revised at any time during the agreement.

All bidders should furnish proof of acceptable insurance. A copy of the bidder'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 bid.

F.01 Insurance Requirements (Types and Limits)

Successful bidder must provide the following types of insurance with minimum limits as indicated:

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 \$5 million per occurrence and \$5 million general aggregate.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$5 million per person and per accident for bodily injury, and \$5 million per accident for property damage; OR combined single limits of at least \$5 million per accident.

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.

F.02 Additional Insured

The 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."

F.03 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.

F.04 Waiver of Subrogation

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

F.05 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 bidder shall furnish a certificate of insurance using an ACORD form and containing the solicitation number with the 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 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.

F.06 Policy on Request

In addition, when requested in writing by the Authority, the successful bidder will provide the Authority with a certified copy of all applicable insurance policies.

F.07 Change in coverage

The successful bidder is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL 33913. If the bidder fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful bidder.

F.08 Subcontractor's requirement

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

F.09 Sovereign Immunity

The successful bidder understands and agrees that by entering an agreement with bidder, 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.

F.10 Indemnification, General Liability & Patent or Copyright

The successful bidder 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 bidder, or anyone performing any act required of the bidder in connection with performance of any contract awarded pursuant to this Request for Bids.

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

F.11 Bid Bond or Other Security

Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners with their bid and in a dollar amount representing not less than five percent (5%) of the total amount bid.

F.12 Performance And Payment Bond

A performance and payment bond for the benefit of and directed to the Lee County Port Authority Board of Port Commissioners, satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligations under the Agreement.

The performance and payment bond assures that the successful bidder will promptly complete the work and promptly pay in full all bills and accounts for material and labor used in connection with the work in accordance with the terms of the Agreement.

The performance and payment bond, satisfactory to the Authority, shall be submitted within fifteen (15) calendar days from the date of issuance of the written notice of intent to award. The performance and payment bond must comply with the requirements of Florida Statute 255.05 and shall be submitted on the exact form contained herein.

F.13 Recording the Performance And Payment Bond

Pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencement of the agreement, the successful bidder shall be responsible for and bear all costs associated to record the Payment and the Performance Bond with the Lee County Clerk of the Circuit Court.

A certified copy of the recording must be furnish to the Purchasing Office upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, the Authority will make no payment to the successful bidder until the successful bidder has complied with this paragraph,

F.14 Qualifications of Surety Companies

To be acceptable to the Authority, a Surety must comply with the following minimum provisions:

- a. All Sureties must be admitted to do business in Florida and all bonds must be submitted on the exact forms contained within the contract documents.
- b. Attorneys-in-Fact who sign bid bonds or payment and performance must file with such bond a certified copy of their Power of Attorney to sign such bond.
- c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.
- d. Surety must have twice the minimum surplus and capital required by the Florida Insurance Code at the time of bid solicitation.
- e. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.
- f. Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds.

F.15 A.M. Best

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

[END OF PART F.]



**PART G – FORMS Note: This form must be submitted with the bidder’s bid submittal
FORM 1: BIDDER’S CERTIFICATION**

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. ____; dated _____. Addendum No. ____; dated _____.
Addendum No. ____; dated _____. Addendum No. ____; dated _____.

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least **180** calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to

me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM. This form must be submitted with the bidder's bid submittal

RFB NO. **20-34MMW**

BIDDER'S NAME: _____

BID ARE DUE ON: **THURSDAY, APRIL 30, 2020**
 PRIOR TO **2:00 P.M. LOCAL TIME**

Lee County Port Authority Purchasing Office
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**REHABILITATION OF TAXIWAYS A, F, and G2
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

			Bidder's Company Name			
ITEM NO.	TECH. SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID PRICE
1 **	M-107-1	GROUT INJECTION PIPE INSTALLATION	LF	2,064		
2 **	M-107-2	SUBSURFACE PRESSURE GROUTING	CY	200		\$0.00
3 **	P-401-1	HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE	TON	20,023		\$0.00
4 **	P-401-2	HOT MIXED ASPHALT PAVEMENT, BASE COURSE	TON	2,349		\$0.00
5 **	P-401-3	HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE	TON	20,674		\$0.00
6 **	P-620-1	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH TYPE I GLASS BEADS (YELLOW, WHITE, RED))	SF	107,816		\$0.00
7 **	P-620-2	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (BLACK)	SF	90,488		\$0.00
8 **	P-620-3	TEMPORARY RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (YELLOW, WHITE, RED)	SF	72,533		\$0.00



9 **	P-620-4	RUNWAY AND TAXIWAY PAINT REMOVAL	SF	46,910		\$0.00
10	C-101-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1		\$0.00
11	C-105-1	MOBILIZATION	LS	1		\$0.00
12	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1		\$0.00
13	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1		\$0.00
14	M-102-2	SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS	EA	2		
15	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1		\$0.00
16	M-104-1	SAFETY AND SECURITY	LS	1		\$0.00
17	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	8,352		\$0.00
18	P-101-2	BITUMINOUS PAVEMENT MILLING (UP TO 3" DEEP NOMINAL)	SY	187,230		\$0.00
19	P-101-3	CRACK SEALING	LF	60,000		\$0.00
20	P-151-1	CLEARING & GRUBBING	SY	2,484		\$0.00
21	P-152-1	UNCLASSIFIED EXCAVATION	CY	2,511		\$0.00
22	P-152-2	12" COMPACTED SUBGRADE	SY	11,746		\$0.00
23	P-211-1	LIME ROCK BASE COURSE, 10" THICK	SY	11,746		\$0.00
24	S-106-1	GEOTEXTILE FABRIC MOISTURE BARRIER	SF	75,168		\$0.00
25	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	57,635		\$0.00
26	T-904-1	SODDING	SY	17,522		\$0.00
27	T-905-1	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	1,945		\$0.00
28	L-100-5.3	ELECTRICAL DEMOLITION	LS	1		\$0.00
29	L-100-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1		\$0.00
30	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	304,170		\$0.00
31	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	2,266		\$0.00
32	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	454		\$0.00
33	L-110-5.2	CONCRETE ENCASED 1-WAY 2" CONDUIT	LF	796		\$0.00
34	L-110-5.3	NON-ENCASED 2-WAY 4" DUCT	LF	550		\$0.00
35	L-110-5.5	NON-ENCASED 12-WAY 4" DUCT	LF	260		\$0.00
36	L-125-5.1	L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	229		\$0.00
37	L-125-5.2	L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	654		\$0.00
38	L-125-5.3	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN	EA	605		\$0.00
39	L-125-5.4	NEW SIZE "B" L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT	EA	7		\$0.00
40	L-125-5.5	NEW SIZE "B" L-868 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT	EA	13		\$0.00
41	L-125-5.6	ADJUST EXISTING SIZE "B" L-867 BASE CAN TO NEW FINISH GRADE	EA	56		\$0.00



42	L-125-5.7	NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	13		\$0.00
43	L-125-5.8	NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	29		\$0.00
44	L-125-5.9	NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN	EA	2		\$0.00
45	L-140-6.1	24 STRAND FIBER OPTIC CABLE	LF	550		\$0.00
46	L-140-6.2	(3)-1.25 INNERDUCT	LF	550		\$0.00
GRAND TOTAL BID NUMBER :						\$0.00

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

	NOTES / INSTRUCTIONS:
	1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.
	2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for <u>all</u> items to be considered a complete and responsive bid.
	3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.
	4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.
	5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.
	6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record.
	7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.
	8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.
	9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.
	10) All project design documents and specifications take precedence over any bid notes mentioned herein.

NAME OF BIDDER _____



FORM 2: OFFICIAL BID FORM (Page 4 of 4)

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met. Each bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. 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 Bidder’s response and may affect the LCPA’s determination of responsiveness.

Project Information and Reference

1. _____
 BIDDER FIRM NAME

_____ TAXIWAY OR RUNWAY PROJECT NAME _____ AIRPORT NAME

_____ YEAR PROJECT STARTED/COMPLETED _____ DOLLAR VALUE OF CONSTRUCTION

_____ AIRPORT CONTACT NAME _____ POSITION HELD ON PROJECT

_____ AIRPORT CONTACT CURRENT TITLE _____ CURRENT ADDRESS

_____ CURRENT CITY, STATE ZIP CODE _____ CURRENT TELEPHONE #

_____ CURRENT EMAIL

2. _____
 BIDDER FIM NAME

_____ PROJECT NAME _____ AIRPORT NAME

_____ YEAR PROJECT STARTED/COMPLETED _____ DOLLAR VALUE OF CONSTRUCTION

_____ AIRPORT CONTACT NAME _____ POSITION HELD ON PROJECT

_____ AIRPORT CONTACT CURRENT TITLE _____ CURRENT ADDRESS

_____ CURRENT CITY, STATE ZIP CODE _____ CURRENT TELEPHONE #

_____ CURRENT EMAIL



FORM 3: LOBBYING AFFIDAVIT

Note: This form must be submitted with the bidder's bid submittal

_____, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: _____

Date: _____

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

Serial/Commission No.



FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: _____

Note: This form must be submitted with the bidder's bid submittal



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to

me or produced _____ as identification.

Signature of Notary

Serial/Commission No.

Note: This form must be submitted with the bidder’s bid submittal



FORM 6: BID BOND

BID BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of \$ _____ (\$____.) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-34MMW, Airside Pavement Rehabilitation – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: _____ (SEAL)
 (Principal)

 (By)

Witness as to Surety: _____ (SEAL)
 (Surety's name)

 (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.



FORM 7: PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____ located at _____, as
(Name of Contractor) (Address)

Principal and _____ a corporation, whose address is
(Name of Surety)

are bound to Lee County Port Authority, a political subdivision of the State of Florida, herein called Authority, in the sum of \$_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into an Agreement with the Authority for the project titled Airside Pavement Rehabilitation, with conditions and provisions as are further described in the aforementioned agreement, which agreement is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that Principal:

1. Performs the Agreement between Principal and Authority for performance of Airside Pavement Rehabilitation, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the agreement; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the agreement; and
3. Pays Authority all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Authority sustains because of a default by Principal under the agreement; and
4. Performs the guarantee of all Work and materials furnished under the agreement for the time specified in the agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the agreement or the changes does not affect Surety’s obligation under this bond.

DATED ON _____

CONTRACTOR AS PRINCIPAL:

SURETY:

Contractor Name

Surety Name

Signature

Signature



Print Name Title

(Corporate Seal)

Print Name Title

(Corporate Seal)

LICENSED FLORIDA AGENT or BROKER

Company Name

License Number

Address

State of

City/State/ZIP

County of

Telephone

City of



FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder’s bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority’s DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE(s) LIST

DBE Firm Name(s)	\$ Value of Work	Percent of Total Project
1. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
2. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
3. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
4. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
5. _____	\$ _____	_____ %
Type of Work/Specialty: _____		

Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder is committed to a minimum of _____% DBE utilization on this project.
- The bidder, while unable to meet the established goal, hereby commits to a minimum of _____% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Value of Base Bid	\$ _____
Total of DBE Subcontract(s) Work	\$ _____

Print Bidder’s/Officer’s Company Name	_____
Print Name of Authorized Representative	_____

Company Address:	_____		
	City: _____	State: _____	Zip Code: _____
Phone Number :	E-mail: _____		

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Signature of Authorized Representative _____ Date _____

DBE Letter of Commitment – 02/25/2020JR

FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is REQUIRED with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark () or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:**
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type**



4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

[END OF FORM]

FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder's bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic product.
 - To furnish U.S. domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- Detailed cost information for total project using U.S. domestic product
- Detailed cost information for total project using non-domestic product



False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

[END OF FORM]



FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder’s bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

_____ **Date**

_____ **Signature**

_____ **Company Name**

_____ **Title**

FORM 14: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign



country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: _____

[END OF FORM]



FORM 15 - NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Cannot meet the scope of work or specifications

Circle one - Scope of Services/Specifications are:

not applicable	too rigid	too vague
not clearly understood	Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____



SEALED BID LABEL

**Cut along the outer border and
affix this label to your sealed solicitation
submission to identify it as a “Sealed Bid”**

SEALED BID • DO NOT OPEN	
SOLICITATION NO.:	RFB 20-34MMW
SOLICITATION TITLE:	REHABILITATION of TAXIWAYS A, F and G2
DATE DUE:	April 30, 2020
TIME DUE:	Prior to: 2:00 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Purchasing Office Lee County Port Authority Southwest Florida International Airport 11000 Terminal Access Road, Suite 8671 Fort Myers, Florida 33913
<i>Note: Submittals received after the time and date above will not be accepted.</i>	



Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4557 Melissa M. Wendel, Procurement Manager

PLEASE PRINT CLEARLY

State of Florida

Department of State

I certify from the records of this office that PREFERRED MATERIALS, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on September 1, 1989.

The document number of this corporation is P25884.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 17, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of July, 2019*



Ronald R. Lee
Secretary of State

Tracking Number: 6297758624CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
PREFERRED MATERIALS, INC.

Filing Information

Document Number	P25884
FEI/EIN Number	58-1401468
Date Filed	09/01/1989
State	GA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/03/2014
Event Effective Date	NONE

Principal Address

4636 Scarborough Drive
Lutz, FL 33559

Changed: 04/17/2019

Mailing Address

4636 Scarborough Drive
Lutz, FL 33559

Changed: 04/17/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 02/01/2013

Address Changed: 02/01/2013

Officer/Director Detail

Name & Address

Title President, CEO, Director

Duke, Robert F.
4636 Scarborough Drive
Lutz, FL 33559

Title Secretary, Treasurer

Rothering, John
4636 Scarborough Drive
Lutz, FL 33559

Title Assistant Secretary

Hickman, Gary P.
900 Ashwood Parkway
Suite 600
Atlanta, GA 30338

Title Director

Keating, John J.
14 Monument Square
Suite 302
Leominster, MA 01453

Title VP, Asst. Secretary

Fales, Darryl W.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Wear, Nicholas B.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Yelvington, Gary
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Hooper, John R.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary

Taylor, John W.
4636 Scarborough Drive
Lutz, FL 33559

Title VP, Asst. Secretary



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 7, 2019

PREFERRED MATERIALS INC.
11482 COLUMBIA PARK DR W
JACKSONVILLE, FLORIDA 32258

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, CURB AND GUTTER, DRIVEWAYS, REINFORCED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS, UNDERGROUND UTILITIES (WATER & SEWER), FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

www.fdot.gov

Preferred Materials, Inc.
Completed Airport Projects Last 5 Years

Project Title	Project Award Amount	Project Change Orders	Project Total Value	Design Professional/Engineer Estimate	Description of work	Actual days to complete	Scheduled Completion Date	Completion Date	Owner Name	Address and Phone Number	Designer/Engineer Name Address contact name phone and EMAIL	Superintendent	Federally Funded Yes/No
Avon Park Air Force Base Repair Runway Keel	\$1,377,358.00	0	\$1,377,358.00	unknown	3" mill & overlay of approx 4,300 sq ft of the 5-23 runway, 85+ ft. wide.	60	4/1/2015	4/1/2015	6th Contracting Squadron MacDill AFB SUB to: Pedro Falcon Contractors Contact: Christian Brisson Email: cfb@pedrofalcon.com Phone: 305-872-2200	2610 Pink Flamingo Ave., MacDill AFB, FL 33621 (863) 452-4175	The Ash Group, Inc. 5802 Benjamin Center Dr. Ste 10 Tampa, FL 33634 Phone: 813-250-8899 Contact Name Christopher K. Martin PE	Logan Miller logan.miller@preferredmaterials.com	Yes
Lee County Mosquito Control District Taxiway Extensions	\$321,027.49	0	\$321,027.49	unknown	Clearing and grading of taxiway extension areas and roadways, 6-8" compacted limestone base with 4,779 SY of 1-1/4" SIII asphalt and 1-1/2" SI asphalt (multiple lifts) for the taxiway extension and 2,060 SY of 1-1/4" SIII for miscellaneous roadway paving.	30	9/30/2016	9/30/2016	Lee County Mosquito Control District	15191 Homestead Road, Lehigh Acres, FL 33971 239-694-2174	Jamesjack & Associates Consulting Engineering, James Jack 1520 Polinetta Ave Fort Myers, FL 33901 PH: 239-337-0067 jamesjack@embarqmail.com	Jason Bates jason.bates@preferredmaterials.com	No
Immokalee Regional Airport Taxiway B Rehabilitation	\$415,819.46	0	\$415,819.46	unknown	Pavement rehab 50 SY variable mill and 2,919 tons SP 12.5mm TLA 4".	30	12/31/2017	12/31/2017	Collier County Airport Authority	165 Airpark Boulevard Immokalee, FL 34142 239-657-9003	Timothy J. Parker Hole Montes 6200 Whiskey Creek Dr. Fort Myers, FL 33919 238-985-1200 timparke@jhmeng.com	Jason Bates jason.bates@preferredmaterials.com	Yes
JaxEx Terminal Access Road and Parking Lot Rehab	\$ 367,680.92	1	\$ 359,260.72	unknown	Rehabilitation of Aviation Avenue and Administration Parking Lot at Jacksonville Executive at Craig Airport. 10,400 SY of variable depth milling and 1450 Tons of Bituminous surface course. This project also included reworking line rock base course in some areas and topsoil/soil.	43	12/6/2017	12/4/2017	Jacksonville Aviation Authority	34201 Pecan Park Rd, Jacksonville, FL 32218 904-741-2000	Jacobs 200 W. Forsyth Street, Suite 1250 Jacksonville, FL 32205 904-636-5432	Daniel Vickrey	Yes
Page Field Airport	\$2,345,158.01	0	\$2,345,158.01	unknown	Pavement rehabilitation involving 63,157 SY of 2" milling and 13,861 tons of surface course asphalt.	321	8/31/2018	8/31/2018	Lee County Airport Authority	Southwest Florida International Airport 11000 Terminal Access Rd, Suite 8671, Fort Myers, FL 33913 239-590-4800	Timothy J. Paikter Hole Montes 6200 Whiskey Creek Dr. Fort Myers, FL 33919 238-985-1200 timparke@jhmeng.com	Jason Bates jason.bates@preferredmaterials.com	No
Rehabilitation of Runway 9R 27L and Related Work	\$20,497,329.00	\$1,766,782.72	\$18,730,546.28	unknown	Mill & Resurface 91,067 tons of asphalt	unknown	10/15/2018	10/15/2018	Orlando Melbourne International Airport	One Air Terminal Pkwy Melbourne, FL 32901 (321) 723-6227	955 Croton Rd. Melbourne, FL 32935 321-428-3777	Chris Alb, Project Manager	Yes
Cecil Airport Rehabilitate Runway 9L/27R	\$ 1,709,082.37	0	\$ 1,709,082.37	unknown	Rehabilitation of the 4,439 feet long and 200 feet wide Runway 9L-27R at Cecil Airport located in Jacksonville, Florida. The scope of the project included 2-inch thick milling and resurfacing a 50-foot wide runway center keel section, and 1.5-inch thick milling and resurfacing the remaining 75-foot pavement sections on each side of the center keel. The project includes surface preparation, miscellaneous demolition/removal of steel plates and tie-down anchors in the pavement, pavement marking, and other associated work.	118	3/5/2019	2/25/2019	Jacksonville Aviation Authority	14201 Pecan Park Rd, Jacksonville, FL 32218 904-741-2000	Avcon, Inc. 8001 Belford Road Suite 200 Jacksonville, FL 32256 904-701-0313	Glenn Baker	No

**ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
PREFERRED MATERIALS, INC.**

The undersigned, being all of the members of the Board of Directors of Preferred Materials, Inc., a Georgia corporation (the “*Corporation*”), do hereby, pursuant to applicable Georgia statute, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective September 1, 2019 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “*Officer*” and collectively, the “*Officers*”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Robert F. Duke	President/Chief Executive Officer
John Rothering	Secretary & Treasurer
Brian Morton	Vice President & Assistant Secretary
Darryl W. Fales	Vice President & Assistant Secretary
Gary Yelvington	Vice President & Assistant Secretary
John R. Hooper	Vice President & Assistant Secretary
John W. Taylor	Vice President & Assistant Secretary
Joseph Apple	Vice President & Assistant Secretary
Kenneth C. Laing	Vice President & Assistant Secretary
Lothar Alomia	Vice President & Assistant Secretary
Mark S. Marine	Vice President & Assistant Secretary
Michael Iapaluccio	Vice President & Assistant Secretary
Nicholas B. Wear	Vice President & Assistant Secretary
Robert B. Royal	Vice President & Assistant Secretary
Robert Spillman	Vice President & Assistant Secretary
Travis Raitt	Vice President & Assistant Secretary
Miguel Alvarez	Vice President & Assistant Secretary
William B. Miller	Admin. Vice President and Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Angelica Espinal	Assistant Secretary & Assistant Treasurer
Bethany Casimir	Assistant Secretary & Assistant Treasurer
Carmen Sutton	Assistant Secretary & Assistant Treasurer
Elizabeth Stafford	Assistant Secretary & Assistant Treasurer
Sara W. Wright	Assistant Secretary & Assistant Treasurer
Tracy Kinney	Assistant Secretary & Assistant Treasurer
Vashti Moore	Assistant Secretary & Assistant Treasurer
Ashley Turner	Assistant Secretary
Carmen Hess	Assistant Secretary
Cheryl Kitzis	Assistant Secretary
David C. Lewis	Assistant Secretary
David M. Toolan	Assistant Secretary
Debbie Rios	Assistant Secretary
Gary P. Hickman	Assistant Secretary
John Risoen	Assistant Secretary
Marizabed R. Perez	
de Longstreet	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Rick Jarvis	Assistant Secretary
Steven Wilson	Assistant Secretary
Sylvia Rocek	Assistant Secretary
Tamara A. Albright	Assistant Secretary
Wesley Murray	Assistant Secretary
William P. Jones	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective September 1, 2019 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Bobbie Reilly
Carl J. Thompson
Daniel Alten
David Cerniglia

Kevin Williams
Lawrence Trace Martell
Logan Miller

G. Michael Johnson
Jacob Unger
Jeffrey R. Andrews
Jennifer K. Edwards
Jeremy Minnillo
Jerry Fletcher
John Rauschenbach
Joe Liakos
Joseph F. Donaruma
Kenneth Dalton

Lonnie Schaub
Michael Vickrey
Patrick Read
Rick Shuman
Roberto Perera, Jr.
Shane Taylor
Sylvia Battiato
Ted Kaler
Tony DiPietro
W. Charles Molloy

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**Conrad Yelvington Distributors
Prestige Gunite**

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

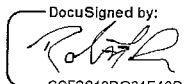
IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of

Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:

CCF2010DC31F40D...
Rob Duke

9/12/2019

DocuSigned by:

6DBD0A4A9D404EA...
John Keating

9/15/2019



Hillsborough
County Florida

BUILDING SERVICES DIVISION

CERTIFICATE OF COMPETENCY

PAVING CONTRACTOR

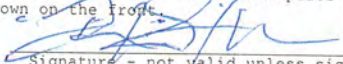
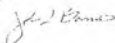
SP14344
Certificate Number

08/31/2021
License Expiration Date

Issued to: SPILLMAN ROBERT
DBA: PREFERRED MATERIALS INC
Workers' Comp: 09/01/2019

Issuing Officer

CUT ALONG OUTER DOTTED LINES, FOLD ALONG THE MIDDLE DOTTED LINE,
PLACE IN WALLET

SIGN YOUR CARD	
This card is non-transferable and is revocable for cause	
The contractor listed hereon will be held responsible for all permits issued under this card. If this card is lost or stolen, notify the Hillsborough Co. Contractor Licensing Team immediately at (813) 272-5600, option 4, option 1. Your card must be renewed prior to the expiration date shown on the front.	
 Signature - not valid unless signed	
CERTIFICATE OF COMPETENCY HILLSBOROUGH COUNTY, FLORIDA	
Type: PAVING CONTRACTOR	NO PERMIT UNTIL STATE REGISTERED, IF APPLICABLE
SP14344	08/31/2021
Certificate No.	Expiration Date
Issued To: SPILLMAN ROBERT	
DBA: PREFERRED MATERIALS INC	
Workers' Comp:	09/01/2019
 Issuing Officer	

**STATE OF FLORIDA****BILL McCOLLUM
ATTORNEY GENERAL**

May 10, 2010

10-17

Mr. Terrell K. Arline
Office of County Attorney
840 West 11th Street
Panama City, Florida 32401

Dear Mr. Arline:

As County Attorney for Bay County, Florida, you have asked for my opinion on substantially the following question:

Can a county require contractors qualified by the Florida Department of Transportation pursuant to section 337.14, Florida Statutes, to possess additional contracting licenses (such as Chapter 489 licenses) as a condition to qualifying to contract for local government entity bridge, road, street, highway, or railroad construction projects?

In sum:

Bay County may require persons seeking to bid on county bridge, road, street, highway, or railroad projects at a cost in excess of \$250,000 to be qualified to perform such work. A prequalified contractor considered eligible by the Florida Department of Transportation to bid to perform the type of work described in the contract is presumptively qualified. The county is required to establish prequalification criteria and procedures for contractors who are not prequalified by the Department of Transportation and the county is not precluded from requiring additional contracting licenses for projects on which those qualifications are relevant to performance, but such a requirement may not be imposed on Florida Department of Transportation prequalified transportation contractors.

Pursuant to the Florida Constitution, noncharter counties such as Bay County have such powers of self-government as are provided by general or special law.¹ In this regard, the Legislature has granted noncharter counties broad powers to carry on county government. Section 125.01(1), Florida Statutes, provides that "[t]he legislative

Mr. Terrell K. Arline
Page Two

and governing body of a county shall have the power to carry on county government [and to] the extent not inconsistent with general or special law" to exercise the general powers enumerated therein. Section 1(f), Article VIII, Florida Constitution, provides that the governing bodies of non-charter counties may enact ordinances not inconsistent with general or special law. Thus, non-charter counties, pursuant to section 125.01(1), Florida Statutes, may exercise the general powers enumerated therein. Those powers that may be exercised by county governments, however, are ultimately derived from the state and the jurisdiction of every county may be qualified by law.²

Section 125.01(1), Florida Statutes, provides that a non-charter county "shall have the power to carry on county government." To the extent there is no conflict with general or special law, this grant includes the power to:

- (h) Establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public.
- (i) Adopt, by reference or in full, and enforce housing and related technical codes and regulations.³

Thus, non-charter counties, such as Bay County, have been authorized to enact business regulations that may be necessary for the protection of the public. Regulations applying to the construction industry have been declared to be advantageous to the public health, safety and welfare by the Florida Legislature.⁴

Section 255.20, Florida Statutes, describes the process for bids and contracts for public construction works undertaken by local governmental entities, including counties. The statute authorizes a local governmental entity to adopt criteria and procedures for certain transportation contractors to bid on local construction projects:

- (a) Notwithstanding any other law, a governmental entity seeking to construct or improve bridges, roads, streets, highways, or railroads, and services incidental thereto, at a cost in excess of \$250,000 may require that persons interested in performing work under contract first be certified or qualified to perform such work. A contractor may be considered ineligible to bid if the contractor is behind by 10 percent or more on completing an approved progress schedule for the governmental entity at the time of advertising the work. A prequalified contractor considered eligible by the Department of Transportation to bid to perform the type of work described under the contract is presumed to be qualified to perform the work described. The governmental entity may provide an appeal process to overcome that presumption with de novo review based on the record below to the circuit court.

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(b) For contractors who are not prequalified by the Department of Transportation, the governmental entity shall publish prequalification criteria and procedures prior to advertisement or notice of solicitation. Such publications must include notice of a public hearing for comment on such criteria and procedures prior to adoption. The procedures must provide for an appeal process within the authority for making objections to the prequalification process with de novo review based on the record below to the circuit court within 30 days.⁵

Thus, a county may develop its own prequalification criteria and procedures for local bids and contracts for public construction works for bridges, roads, streets, highways, or railroads which will cost in excess of \$250,000. Prequalification by the Florida Department of Transportation (DOT) under Chapter 337, Florida Statutes, will present a presumption that the bidder on any such projects is qualified to do the work, but the county may appeal that presumption.

The statute authorizes a local governmental entity to adopt its own criteria and procedures for prequalification of those contractors who are not prequalified by DOT and does not preclude a requirement for additional contracting license requirements for those contractors. In fact, section 255.20(1)(b), Florida Statutes, specifically recognizes that a governmental entity must publish prequalification criteria and procedures for contractors who are not prequalified by DOT prior to advertisement or notice of solicitation so that those contractors who have not qualified with the department may bid on county projects. An appeals procedure must also exist for objections to the local prequalification process.⁶

However, those contractors who have been successfully prequalified by DOT pursuant to section 337.14, Florida Statutes, have been granted a legislative presumption that they are qualified to perform work on county projects. While an appeals process is contemplated by the statute to overcome the presumption, any attempt to impose additional requirements for contracting licenses under Part I, Chapter 489, Florida Statutes, on these contractors would conflict with provisions of general law.⁷

The Legislature, through the adoption of Part I, Chapter 489, Florida Statutes, has enacted regulations applying to the construction industry "in the interest of the public health, safety, and welfare[.]"⁸ A contractor subject to Part I, Chapter 489, Florida Statutes, is a person who

for compensation, undertakes to, submits a bid to, or does himself or herself or by others construct, repair, alter, remodel, add to, demolish,

Mr. Terrell K. Arline
Page Four

subtract from, or improve any building or structure, including related improvements to real estate[.]⁹

Part I, Chapter 489, Florida Statutes, was adopted to regulate designated trades in the construction industry: "prime contractors designated as general, building, and residential; and subcontractors providing services in the sheet metal, roofing, air conditioning, mechanical, and swimming pool trades."¹⁰ The list of designated trades falling within the scope of the term "contractor" and subject to regulation under Part I, Chapter 489, Florida Statutes, has been expanded over the years, but all of the contractors falling within the scope of this part are involved primarily with residential or commercial building construction.¹¹

Section 489.113(2), Florida Statutes, states that "[n]o person who is not certified or registered shall engage in the business of contracting in this state."¹² However, the statutes recognize a number of exemptions from this mandatory language including exemptions for authorized employees of the United States, or a municipality or county, and an exemption for an owner of property when acting as their own contractor.¹³

Section 489.103, Florida Statutes, codifies specific exemptions and states that Part I, Chapter 489, Florida Statutes, does not apply to, among others:

Contractors in work on bridges, roads, streets, highways, or railroads, and services incidental thereto. The board, in agreement with the Department of Transportation, shall, by rule, define "services incidental thereto" for the purposes of this subsection only.

Thus, those persons performing the work described in section 489.103(1), Florida Statutes, are not required to be either certified or registered by the Florida Department of Business and Professional Regulation under Part I, Chapter 489, Florida Statutes to perform this work. They are not involved in trades that are subject to the certification or registration provisions under Part I, Chapter 489, Florida Statutes, and there is no procedure in place for these individuals to secure certification or registration for performing the designated trade as described therein.

While section 489.103(1), Florida Statutes, exempts contractors who work on bridges, roads, streets, highways, or railroads from the licensure provisions of Part I, Chapter 489, Florida Statutes, these contractors are subject to the prequalification procedures administered by DOT. As is mentioned in the discussion above, contractors who have been prequalified by DOT to perform the work described are presumed to be qualified for county transportation construction projects.

Mr. Terrell K. Arline
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Section 337.14, Florida Statutes, requires DOT to adopt regulations for the qualification of competent and responsible bidders. If an applicant for qualification is found to possess the qualifications prescribed by law, then a certificate of qualification is issued. Such certificate shall authorize the holder to bid on all work on which bids are taken by the department for which the certificate indicates he or she is qualified. In addition, the department has promulgated administrative rules outlining the general procedural requirements for applicants to be certified by the department as qualified to bid on these contracts.¹⁴ The application submitted to the department requests information on the applicant, the applicant's stakeholder, the applicant's affiliates, and will include the applicant firm's background, current and historical contract detail, construction experience, and expertise, financial information and requested classes of work.¹⁵ Audited financial statements are also required to be submitted.¹⁶ A list of equipment owned by the applicant that will be utilized in performing the requested classes of work must be included with the application with its book or salvage value, make, model, and description shown.¹⁷ Applicants are rated based upon their organization and management; equipment; integrity; and financial resources.¹⁸

These provisions authorize the department to create a roster of contractors who have the experience, equipment, and financial resources to perform the classes of work for which that applicant seeks to be qualified. However, nothing in Chapter 337, Florida Statutes, relates to the registration or certification of contractors or requires that these contractors be tested. Rather, the statute appears to facilitate development of a list for use by DOT of certain construction contractors who have the necessary experience, equipment and financial resources to undertake large construction projects which the department may let for bid.

DOT is authorized to prequalify contractors desiring to bid for the performance of certain construction contracts which the department proposes to let, and this qualification establishes the presumption that a contractor bidding on county contracts is qualified to perform this work. Any attempt by a county to impose additional licensing requirements, such as those set forth in Part I, Chapter 489, Florida Statutes, on transportation contractors prequalified by DOT would appear to conflict with provisions of general law. However, nothing in Chapter 337, Florida Statutes, precludes a county from adopting licensure or examination requirements or other requirements relating to the qualifications of contractors bidding on county projects or enforcing those that the county may currently have in effect when those contractors have not been prequalified by the department.

Therefore, it is my opinion that Bay County may require persons seeking to bid on county bridge, road, street, highway, or railroad projects at a cost in excess of \$250,000 to be qualified to perform such work. A prequalified contractor considered

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eligible by the Florida Department of Transportation to bid to perform the type of work described in the contract is presumptively qualified. The county is required to establish prequalification criteria and procedures for contractors who are not prequalified by the Department of Transportation and the county is not precluded from requiring additional contracting licenses for projects on which those qualifications are relevant to performance but such a requirement may not be imposed on transportation contractors prequalified by the Florida Department of Transportation.

Sincerely,



Bill McCollum
Attorney General

BM/tgh

¹ See s. 1(f), Art. VIII, Fla. Const.

² See *Cross Key Waterways v. Askew*, 351 So. 2d 1062 (Fla. 1st DCA 1977), *affirmed*, 372 So. 2d 913 (Fla. 1978).

³ Section 125.01(1)(h) and (i), Fla. Stat.

⁴ See s. 489.101, Fla. Stat.

⁵ Section 255.20(1), Fla. Stat.

⁶ *And see* s. 255.20(1)(a), Fla. Stat., providing an appeals process for overcoming the prequalification eligibility presumption when a contractor has been prequalified by DOT.

⁷ See Art. VIII, s. 1(f), Fla. Const., authorizing non-charter county governments to enact county ordinances "not inconsistent with general or special law," and s. 125.01(1)(h), Fla. Stat., providing that non-charter county governments may act to the extent there is no conflict with general or special law; *Speer v. Olson*, 367 So.2d 207, 211 (Fla. 1979).

⁸ See s. 489.101, Fla. Stat.

⁹ See s. 489.105(3), Fla. Stat., defining the term "[c]ontractor."

Mr. Terrell K. Arline
Page Seven

¹⁰ See Senate Staff Analysis and Economic Impact Statement, CS/SB 302, (subsequently designated Ch. 79-200, Laws of Fla.), 1979 Session of the Florida Legislature.

¹¹ Part I, Ch. 489, Fla. Stat., now provides for regulation of such other designated trades in the construction industry as pollutant storage systems contractors and solar contractors.

¹² And see s. 489.115(1), Fla. Stat.

¹³ See, e.g., s. 489.103(3) and (7), Fla. Stat., and s. 489.113(2), Fla. Stat., recognizing that a person who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervisor's license and provided that the person being supervised is not engaged in construction work which would require a license as otherwise provided.

¹⁴ See Rule 14-22, Fla. Admin. Code.

¹⁵ Rule 14-22.002(1)(a), Fla. Admin. Code.

¹⁶ *Id.*

¹⁷ Rule 14-22.002(3), Fla. Admin. Code.

¹⁸ Rule 14-22.003, Fla. Admin. Code.

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**RE: COUNTIES – CONTRACTORS – TRANSPORTATION – ROADS
AND BRIDGES – RAILROADS – authority of noncharter county to impose
licensing requirements on transportation construction contractors.
ss. 125.01, 337.14, and 489.103, Fla. Stat.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2020

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 lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401	CONTACT NAME:	Valerie Reece	
	PHONE (A/C No, Ext):	513-867-3822	FAX (A/C, No):
www.LibertyMutual.com	E-MAIL ADDRESS:	Oldcastle.certs@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Preferred Materials, Inc. (216-TAM) 5701 E. Hillsborough Avenue, Suite 1122 Tampa FL 33610	INSURER A :	Liberty Mutual Fire Insurance Company	23035
	INSURER B :	Liberty Insurance Corporation	42404
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 55169037 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TB2-C81-004095-119 XCU Coverage Included	9/1/2019	9/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$	
A	AUTOMOBILE LIABILITY		AS2-C81-004095-129	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000	
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-C81-054502-529 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2019	9/1/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-C8D-004095-029 All except OH, ND, WA, WY	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Excess Liability - Auto Liability		TL2-681-054653-449 (Auto)	9/1/2019	9/1/2020	Each Occurrence \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	FOR INFORMATION PURPOSES ONLY	CANCELLATION
		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 Valerie Reece

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FORM 6: BID BOND

BID BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, that we Preferred Materials, Inc., as Principal, and Federal Insurance Company a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of \$ Five Percent of Amount Bid (\$ 5% . . .) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 30th day of April, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-34MMW, Airside Pavement Rehabilitation – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: Preferred Materials, Inc. (SEAL)
(Principal)

(By) Jacob Unger, Authorized Employee

Witness as to Surety: Federal Insurance Company (SEAL)
(Surety's name)

Tina Davis (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

State of Utah }
County of Salt Lake } ss:

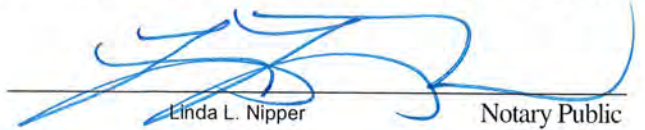
On April 30, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022


Linda L. Nipper Notary Public



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of July, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 22nd day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 30, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



FORM 7: PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____ located at _____, as
(Name of Contractor) (Address)

Principal and _____ a corporation, whose address is
(Name of Surety)

are bound to Lee County Port Authority, a political subdivision of the State of Florida, herein called Authority, in the sum of \$_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into an Agreement with the Authority for the project titled Airside Pavement Rehabilitation, with conditions and provisions as are further described in the aforementioned agreement, which agreement is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that Principal:

- 1. Performs the Agreement between Principal and Authority for performance of Airside Pavement Rehabilitation, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the agreement; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the agreement; and
3. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the agreement; and
4. Performs the guarantee of all Work and materials furnished under the agreement for the time specified in the agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the agreement or the changes does not affect Surety's obligation under this bond.

DATED ON _____

CONTRACTOR AS PRINCIPAL:

SURETY:

Contractor Name

Surety Name

Signature

Signature



Print Name Title

(Corporate Seal)

Print Name Title

(Corporate Seal)

LICENSED FLORIDA AGENT or BROKER

Company Name

License Number

Address

State of

City/State/ZIP

County of

Telephone

City of



PART G – FORMS Note: This form must be submitted with the bidder’s bid submittal
FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. 1 ; dated 4/1/2020 . Addendum No. 3 ; dated 4/21/2020 .
 Addendum No. 2 ; dated 4/15/2020 . Addendum No. 4 ; dated 4/24/2020 .

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least **180** calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

<u>Preferred Materials, Inc.</u>	<u>5701 E. Hillsborough Ave. Suite 1122</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>Jacob Unger</u>	<u>Tampa, Florida 33610</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Jacob Unger, Authorized Employee</u>	<u>813-901-4771 813-664-8562</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>58-1401468</u>	<u>jacob.unger@preferredmaterials.com</u>
FEDERAL IDENTIFICATION #	EMAIL ADDRESS

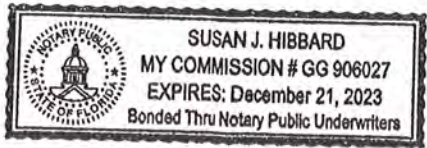
State of: Florida
 County of: Hillsborough

This foregoing instrument was acknowledged before me this 30th day of April, 2020, by Jacob Unger, who is personally known to

~~me or produced~~ N/A as identification.

Susan J. Hibbard
 Signature of Notary Susan J. Hibbard

GG906027
 Serial/Commission No.



REVISED FORM 2 - ADDENDUM 4

OFFICIAL BID FORM - This form must be submitted with the bidder's bid submittal

RFB20-34MMW

BIDDER: Preferred MaterialsBID DUE DATE: THURSDAY, APRIL 30, 2020PRIOR TO 2:00 P.M. LOCAL TIME

Lee County Port Authority Purchasing Office
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment,

REHABILITATION OF TAXIWAYS A, F, and G2 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

			Bidder's Company Name Preferred Materials			
ITEM	TECH. SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID PRICE
1 **	M-107-1	GROUT INJECTION PIPE INSTALLATION	LF	2,064	\$ 15.92	\$ 32,858.88
2 **	M-107-2	SUBSURFACE PRESSURE GROUTING	CY	200	\$ 200.66	\$ 40,132.00
3 **	P-401-1	HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE	TON	21,976	\$ 124.37	\$2,733,155.12
4 **	P-401-2	HOT MIXED ASPHALT PAVEMENT, BASE COURSE	TON	1,426	\$ 157.86	\$ 225,108.36
5 **	P-401-3	HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE	TON	22,752	\$ 122.56	\$2,788,485.12
6 **	P-620-1	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH TYPE I GLASS BEADS (YELLOW, WHITE, RED))	SF	107,816	\$ 1.29	\$ 139,082.64
7 **	P-620-2	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (BLACK)	SF	90,488	\$ 1.01	\$ 91,392.88
8 **	P-620-3	TEMPORARY RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (YELLOW, WHITE, RED)	SF	72,533	\$ 0.85	\$ 61,653.05
9 **	P-620-4	RUNWAY AND TAXIWAY PAINT REMOVAL	SF	46,910	\$ 1.10	\$ 51,601.00

10	C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM	LS	1	\$132,855.61	\$ 132,855.61
11	C-105-1	MOBILIZATION	LS	1	\$393,065.00	\$ 393,065.00
12	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$ 35,813.72	\$ 35,813.72
13	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1	\$262,717.07	\$ 262,717.07
14	M-102-2	SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS	EA	2	\$ 29,999.69	\$ 59,999.38
15	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1	\$278,106.08	\$ 278,106.08
16	M-104-1	SAFETY AND SECURITY	LS	1	\$287,335.72	\$ 287,335.72
17	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	8,352	\$ 1.26	\$ 10,523.52
18	P-101-2	BITUMINOUS PAVEMENT MILLING (UP TO 3" DEEP NOMINAL)	SY	187,230	\$ 1.27	\$ 237,782.10
19	P-101-3	CRACK SEALING	LF	60,000	\$ 0.47	\$ 28,200.00
20	P-151-1	CLEARING & GRUBBING	SY	2,484	\$ 6.56	\$ 16,295.04
21	P-152-1	UNCLASSIFIED EXCAVATION	CY	2,511	\$ 10.64	\$ 26,717.04
22	P-152-2	12" COMPACTED SUBGRADE	SY	11,746	\$ 5.01	\$ 58,847.46
23	P-211-1	LIME ROCK BASE COURSE, 10" THICK	SY	11,746	\$ 20.99	\$ 246,548.54
24	S-106-1	GEOTEXTILE FABRIC MOISTURE BARRIER	SF	75,168	\$ 0.29	\$ 21,798.72
25	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	57,635	\$ 0.01	\$ 576.35
26	T-904-1	SODDING	SY	17,522	\$ 2.81	\$ 49,236.82
27	T-905-1	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	1,945	\$ 17.56	\$ 34,154.20
28	L-100-5.1	ALCMS MODIFICATIONS	ALLOW	1	\$ 20,000.00	\$ 20,000.00
29	L-100-5.2	ALCMS MODIFICATIONS CONTRACTOR EFFORT	LS	1	\$ 5,305.74	\$ 5,305.74
30	L-100-5.3	ELECTRICAL DEMOLITION	LS	1	\$105,265.78	\$ 105,265.78
31	L-100-5.4	EXISTING VAULT MODIFICATIONS	LS	1	\$ 8,842.53	\$ 8,842.53
32	L-100-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	\$ 8,842.53	\$ 8,842.53
33	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	304,170	\$ 1.54	\$ 468,421.80
34	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	2,266	\$ 1.49	\$ 3,376.34
35	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	454	\$ 5.73	\$ 2,601.42
36	L-110-5.2	CONCRETE ENCASED 1-WAY 2" CONDUIT	LF	796	\$ 25.36	\$ 20,186.56
37	L-110-5.3	NON-ENCASED 2-WAY 4" DUCT	LF	550	\$ 15.76	\$ 8,668.00
38	L-110-5.5	NON-ENCASED 12-WAY 4" DUCT	LF	260	\$ 67.54	\$ 17,560.40
39	L-125-5.1	L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	229	\$ 1,742.40	\$ 399,009.60
40	L-125-5.2	L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	654	\$ 1,662.82	\$ 1,087,484.28
41	L-125-5.3	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L- 867 BASE CAN	EA	605	\$ 771.45	\$ 466,727.25
42	L-125-5.4	NEW SIZE "B" L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT	EA	7	\$ 1,512.13	\$ 10,584.91
43	L-125-5.5	NEW SIZE "B" L-868 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT	EA	13	\$ 2,326.03	\$ 30,238.39
44	L-125-5.6	ADJUST EXISTING SIZE "B" L-867 BASE CAN TO NEW FINISH GRADE	EA	56	\$ 618.65	\$ 34,644.40

45	L-125-5.7	NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	13	\$ 4,969.35	\$ 64,601.55
46	L-125-5.8	NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	29	\$ 5,367.28	\$ 155,651.12
47	L-125-5.9	NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN	EA	2	\$ 4,067.38	\$ 8,134.76
48	L-140-6.1	24 STRAND FIBER OPTIC CABLE	LF	550	\$ 4.09	\$ 2,249.50
49	L-140-6.2	(3)-1.25 INNERDUCT	LF	550	\$ 5.46	\$ 3,003.00
GRAND TOTAL BID NUMBER :					\$	11,275,441.28

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

**FAA Advisories to be followed (or newer version as updated by FAA):
 FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200- 18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.**

NOTES / INSTRUCTIONS:
1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.
2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for all items to be considered a complete and responsive bid.
3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.
4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.
5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.
6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place.
7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110
8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.
9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.
10) All project design documents and specifications take precedence over any bid notes mentioned herein.

SEE ATTACHED COMPLETED AIRPORT PROJECT SHEETS

**REVISED FORM 2
REVISED OFFICIAL BID FORM (Page 4 of 4)**

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met. Each bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. 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 Bidder's response and may affect the LCPA's determination of responsiveness.

Project Information and Reference

1. _____
BIDDER NAME

_____ AIRPORT NAME
TAXIWAY OR RUNWAY PROJECT NAME

_____ DOLLAR VALUE OF CONSTRUCTION
YEAR PROJECT STARTED/COMPLETED

_____ POSITION HELD ON PROJECT
AIRPORT CONTACT NAME

_____ CURRENT ADDRESS
AIRPORT CONTACT CURRENT TITLE

_____ CURRENT TELEPHONE #
CURRENT CITY, STATE ZIP CODE

_____ CURRENT EMAIL

2. _____
BIDDER NAME

_____ AIRPORT NAME
PROJECT NAME

_____ DOLLAR VALUE OF CONSTRUCTION
YEAR PROJECT STARTED/COMPLETED

_____ POSITION HELD ON PROJECT
AIRPORT CONTACT NAME

_____ CURRENT ADDRESS
AIRPORT CONTACT CURRENT TITLE

CURRENT CITY, STATE ZIP CODE

CURRENT TELEPHONE #

CURRENT EMAIL

Preferred Materials, Inc.
Completed Airport Projects Last 5 Years

Project Title	Project Award Amount	Project Change Orders	Project Total Value	Design Professional/Engineer Estimate	Description of work	Actual days to complete	Scheduled Completion Date	Completion Date	Owner Name	Address and Phone Number	Designer/Engineer Name Address contact name phone and Email	Superintendent	Federally Funded Yes/No
Avon Park Air Force Base Repair Runway Keel	\$1,377,358.00	0	\$1,377,358.00	unknown	3" mill & overlay of approx 4,300 lf of the 5-23 runway, 85+ ft wide	60	4/1/2015	4/1/2015	6th Contracting Squadron MacDill AFB SUB to: Pedro Falcon Contractors Contact: Christian Brsson Email: cb@pedrofalcon.com Phone: 305-872-2200	2610 Pink Flamingo Ave., MacDill AFB, FL 33621 (863) 452-4175	The Ash Group, Inc 5802 Benjamin Center Dr. Ste 10 Tampa, FL 33634 Phone: 813-296-8899 Contact Name Christopher K. Martin PE	Logan Miller logan.miller@preferredmaterials.com	Yes
Lee County Mosquito Control District Taxiway Extensions	\$321,027.49	0	\$321,027.49	unknown	Clearing and grading of taxiway extension areas and roadways. 6-8" compacted limestone base with 4-779 SY of 1-1/4" S11 asphalt and 1-1/2" S1 asphalt (multiple lifts) for the taxiway extension and 2,060 SY of 1-1/4" S11 for miscellaneous roadway paving.	30	9/30/2016	9/30/2016	Lee County Mosquito Control District	15191 Homestead Road, Lehigh Acres, FL 33971 239-694-2174	James Jack & Associates Consulting Engineering James Jack 1520 Poinsetta Ave Fort Myers, FL 33901 Ph: 239-337-0067 Jamesjack@earthlink.net	Jason Bates jason.bates@preferredmaterials.com	No
Immokalee Regional Airport Taxiway B Rehabilitation	\$415,819.46	0	\$415,819.46	unknown	Pavement rehab 50 SY variable mill and 2,919 tons SP 12.5mm TLA 4"	30	12/31/2017	12/31/2017	Collier County Airport Authority	165 Airpark Boulevard Immokalee, FL 34142 239-657-9003	Timothy J. Parker Hole Montes 6200 Whiskey Creek Dr. Fort Myers, FL 33919 239-985-1200 timparker@hmg.com	Jason Bates jason.bates@preferredmaterials.com	Yes
JaxEx Terminal Access Road and Parking Lot Rehab	\$ 367,680.92	1	\$ 359,260.72	unknown	Rehabilitation of Aviation Avenue and Administration Parking Lot at Jacksonville Executive at Craig Airport. 10,400 SY of variable depth milling and 1450 tons of Bituminous surface course. This project also included reworking lime rock base course in some areas and topsoil/soil.	43	12/6/2017	12/4/2017	Jacksonville Aviation Authority	14201 Pecan Park Rd, Jacksonville, FL 32218 904-741-2000	Jacobs 200 W. Forsyth Street, Suite 1250 Jacksonville, FL 32205 904-636-5432	Daniel Vickrey	Yes
Page Field Airport	\$2,345,158.01	0	\$2,345,158.01	unknown	Pavement rehabilitation involving 63,157 SY of 2" milling and 13,861 tons of surface course asphalt.	321	8/31/2018	8/31/2018	Lee County Airport Authority	Southwest Florida International Airport 11000 Terminal Access Rd, Suite 8671, Fort Myers, FL 33913 239-590-4800	Timothy J. Parker Hole Montes 6200 Whiskey Creek Dr. Fort Myers, FL 33919 239-985-1200 timparker@hmg.com	Jason Bates jason.bates@preferredmaterials.com	No
Rehabilitation of Runway 9R 27L and Related Work	\$20,497,929.00	\$1,766,782.72	\$18,730,546.28	unknown	Mill & Resurface 91,067 tons of asphalt	unknown	10/15/2018	10/15/2018	Orlando Melbourne International Airport	One Air Terminal Pkwy Melbourne, FL 32901 (321) 723-6227	AVCON, Inc. 955 Croton Rd. Melbourne, FL 32935 321-428-3777	Chris Alo, Project Manager	Yes
Cecil Airport Rehabilitate Runway 9L/27R	\$ 1,709,082.37	0	\$ 1,709,082.37	unknown	Rehabilitation of the 4,439 feet long and 200 feet wide Runway 9L/27R at Cecil Airport located in Jacksonville, Florida. The scope of the project included 2-inch thick milling and resurfacing a 50-foot wide runway center keel section, and 1.5-inch thick milling and resurfacing the remaining 75-foot pavement sections on each side of the center keel. The project includes surface preparation, miscellaneous demolition/removal of steel plates and tie-down anchors in the pavement, pavement marking, and other associated work.	118	3/5/2019	2/25/2019	Jacksonville Aviation Authority	14201 Pecan Park Rd, Jacksonville, FL 32218 904-741-2000	Avcon, Inc. 8001 Belfort Road Suite 200 Jacksonville, FL 32256 904-701-0313	Glenn Baker	No




FORM 3: LOBBYING AFFIDAVIT

Note: This form must be submitted with the bidder's bid submittal

Jacob Unger _____, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

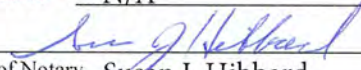
AFFIANT: 
Jacob Unger, Authorized Employee
Date: 4/30/2020

State of: Florida

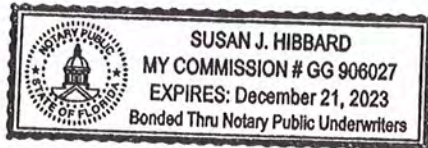
County of: Hillsborough

This foregoing instrument was acknowledged before me this 30th day of April, 2020, by Jacob Unger, who is personally known to

~~me or produced~~ N/A as identification.


Signature of Notary Susan J. Hibbard

GG906027
Serial/Commission No.





FORM 4: PUBLIC ENTITY CRIMES FORM

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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

BIDDER'S NAME: Preferred Materials, Inc.

Note: This form must be submitted with the bidder's bid submittal



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature Jacob Unger, Authorized Employee

State of: Florida

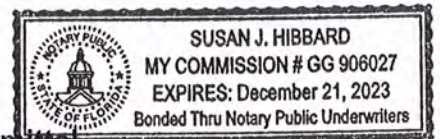
County of: Hillsborough

This foregoing instrument was acknowledged before me this 30th day of April, 2020, by Jacob Unger, who is personally known to

~~me or produced~~ N/A as identification.

Signature of Notary Susan J. Hibbard

GG906027
Serial/Commission No.



Note: This form must be submitted with the bidder's bid submittal

SEE ATTACHED GOOD FAITH EFFORT

N/A

RFB 20-34MMW: Rehabilitation of Taxiways A, F, and G2 – Southwest Florida International Airport



FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder's bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority's DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE(s) LIST

DBE Firm Name(s)	\$ Value of Work	Percent of Total Project
1. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
2. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
3. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
4. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
5. _____	\$ _____	_____ %
Type of Work/Specialty: _____		

Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder is committed to a minimum of _____% DBE utilization on this project.
- The bidder, while unable to meet the established goal, hereby commits to a minimum of 0 % DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Value of Base Bid	\$ 11,275,441.28
Total of DBE Subcontract(s) Work	\$ -0-

Print Bidder's/Offeror's Company Name	Preferred Materials, Inc.
Print Name of Authorized Representative	Jacob Unger, Authorized Employee

Company Address:	5701 E. Hillsborough Ave Suite 1122		
	City: Tampa	State: Florida	Zip Code: 33610
Phone Number :	813-901-4771	E-mail:jacob.unger@preferredmaterials.com	

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(c) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

4/30/2020

Signature of Authorized Representative Jacob Unger, Authorized Employee Date

SEE ATTACHED GOOD FAITH EFFORT N/A



Utilization Statement Form – Rev02/24/20

FORM 10: LETTER OF COMMITMENT: Disadvantaged Business Enterprise (DBE)

LETTER OF COMMITMENT Disadvantaged Business Enterprise

(This page shall be submitted with bid submittal for each proposed DBE firm)

Bidder/Offeror Company Name: Preferred Materials, Inc.

Project Name/#: Rehabilitation of Taxiways A, F, and G2 # 20-34MMW

DBE Firm: Company Name: _____

Address: _____

City: _____ State: _____ Zip _____

DBE Contact Person: Name: _____ Phone: (____) _____

E-mail: _____


<i>Work items(s) to be performed by DBE Firm</i>	<i>Quantity/Unit Price</i>	<i>Total Value of Work</i>
<i>Totals</i>		

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total DBE contract amount: \$ _____

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  _____ 4/30/2020
Jacob Unger (Signature of DBE Firm's Authorized Representative) (Date)
Authorized Employee (Title)

**In the event the bidder does not receive award of bid, any and all representations in this Letter of Commitment and Affirmation shall be null and void.*



DBE Letter of Commitment – 02/25/2020JR

FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is **REQUIRED** with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:**
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type**



4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:


- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/30/2020

Date
 Preferred Materials, Inc.

Company Name



Signature Jacob Unger
 Authorized Employee

Title

[END OF FORM]



FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder's bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic product.
 - To furnish U.S. domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- Detailed cost information for total project using U.S. domestic product
- Detailed cost information for total project using non-domestic product



False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/30/2020

Date

Preferred Materials, Inc.

Company Name

A handwritten signature in blue ink, appearing to read "Jacob Unger".

Signature Jacob Unger

Authorized Employee

Title

[END OF FORM]



FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder’s bid submittal is **REQUIRED**.


CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

4/30/2020
Date
Preferred Materials, Inc.
Company Name


Signature Jacob Unger
Title Authorized Employee

FORM 14: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.


Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign



country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder:  _____
Jacob Unger, Authorized Employee

[END OF FORM]



FORM 15 - NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

We are not responding to this Authority Bid for the following reason(s):

_____ Services are not available through our company

_____ Cannot meet the scope of work or specifications

Circle one - Scope of Services/Specifications are:

<input type="checkbox"/> not applicable	<input type="checkbox"/> too rigid	<input type="checkbox"/> too vague
<input type="checkbox"/> not clearly understood	<input type="checkbox"/> Insufficient time allowed for preparation	

_____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
 Subcontractor Invitation List

Vendor Name	Email Address	Phone	SCOPES of Work	Contact	Certifications:	FEID	Type of Ownership (F=Female M= Male) BF BM = African Am HF HW=Hispanic Am AF AM = Asian Am NF NM= Native Am CF CM = Caucasian	Address	Invites sent
A A Surface Pro Inc.	jemann@aaurfacepro.com;jmurray@aaurfacepro.com	239-362-4882, 502-939-2211	Professional Construction Surveying, 3d Machine Control Models & Field Support, 3d Photogrammetry, Hydrographic Surveying	Jacob Amann Owner Jack Murry CFO Charlene Curley	Licensed Surveyor FL, KN, TN, AZ, OH,	81-1094023	M,CF,CM	932 NE 24th Lane Unit 3 Cape Coral, FL 33909	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aero Photo	denise@aerophoto.com	407-884-6008	aerial photography	Denise Smith				4000 16th Street N St. Petersburg, FL 33703	4/13/2020 4/20/2020 Delivery/Read Receipts attached
A-1 Florida Sod, Inc.	estimating@a1floridasod.com; ralph@a1floridasod.com	863-424-6222	sod	Ralph		20-9287774		2629 Waverly Barn Road Suite 121 Davenport, FL 33897	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Absolute Erosion Control, LLC.	Bids@absoluteerosion.com	407-489-4035	Silt fence	Lenny Casimer	FDOT DBE, MBE, SBE	20-4394426		4760 Willamette Cir, Orlando, FL 32826	4/13/2020 4/20/2020 Delivery/Read Receipts attached
ACME BARRICADES, L.C.	rabell@acmebarricades.com; dbenfield@acmebarricades.com	813-925-2263	MOT Barricades	Russell Abell		59-3541899		2611 S 82nd St, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
ACME BARRICADES, L.C.	fred@tsdist.com; jsimms@acmebarricades.com; dbenfield@acmebarricades.com	813-925-3414	Striping	Fred Russell		59-3541900		2612 S 82nd St, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
ACME BARRICADES, L.C.	fred@tsdist.com; jsimms@acmebarricades.com; dbenfield@acmebarricades.com	813-925-3414	Guardrailing	Fred Russell		59-3541900		2612 S 82nd St, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Advanced Sweeping and Service, Inc.	martin@cleanitpros.com	239-949-5550	Mill Cleanup	Martin		26-3824278		12298 Isabella Dr. Bonita Springs FL, 34135	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aegion Corporation	kboeh@aegion.com	813-309-0385	Pipe Liner	Kenny Boeh | Business Development Manager, Florida South				3016 US Hwy 301 North Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aidan Park Site Constructors	james@bayarealand.net	727-835-7160	Site work	James Lawson					4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aidan Park Site Constructors	james@bayarealand.net	727-835-7160	Shoring/sheepile	James Lawson					4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aidan Park Site Constructors	james@bayarealand.net	727-835-7160	Dewatering	James Lawson					4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
 Subcontractor Invitation List

Vendor Name	Email Address	Phone	SCOPES of Work	Contact	Certifications:	FEID	Type of Ownership (F=Female, M=Male) BF=BM=African Am HF=HM=Hispanic Am AF=AM=Asian Am NF=NM=Native Am CF=CM=Caucasian	Address	Invites sent Delivery/Read Receipts attached
American In-Line Inspection, Inc.	americaninline@cfl.rr.com	386-409-5446	Pipe Video	Walt Kush		59-3509291		415 Timequan trail Edgewater, FL 32132	4/13/2020 4/20/2020 Delivery/Read Receipts attached
American In-Line Inspection, Inc.	americaninline@cfl.rr.com	386-409-5446	Pipe grout	Walt Kush		59-3509291		415 Timequan trail Edgewater, FL 32132	4/13/2020 4/20/2020 Delivery/Read Receipts attached
American In-Line Inspection, Inc.	americaninline@cfl.rr.com	386-409-5446	Pipe video	Walt Kush		59-3509291		415 Timequan trail Edgewater, FL 32132	4/13/2020 4/20/2020 Delivery/Read Receipts attached
AMERICAN TRACK GENERATIONS LLC	tchauncey@americantrack.com	863-860-6884	railroad crossing, etc	Tommy Chauncey		81-3737928	CM	2488 GOLDEN TRIANGLE BLVD. FORT WORTH, TX 76177	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Andrew Stetwork, LLC.	ralph@andrewsitework.com	239-405-7637	Drainage & Utilities	Ralph		26-3291871		2511 Palm Ave Fort Myers, FL 33916	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Angelos Recycled Materials	smiafrate@angelosrm.com; kstubbs@angelosrm.com	727-681.1544	base materials & fill materials	Karl Stubbs	None			1201 E 148th Ave, Lutz, FL 33549	4/13/2020 4/20/2020 Delivery/Read Receipts attached
AngleRight Surveying	dmartin@anglerightsurveying.com		Survey	Dustin Martin PSM					4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aquatic Plants of Florida Inc.	admin@apofl.com	941-378-2700	Herbicide	Jess Sabin Ops and Admin M		65-0472183		8120 Blaikie Court Sarasota, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Aquatic Plants of Florida Inc.	admin@apofl.com	941-378-2700	Seeding	Jess Sabin Ops and Admin M		65-0472183		8120 Blaikie Court Sarasota, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Arehna Engineering, Inc.	jmcroy@arehna.com	813-944-3464	Testing	Jessica McRory		26-3947444		5012 W Lemon St. Tampa, FL 33609	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Arrive Alive Traffic Control LLC.	David.Feise@AATCFL.com	407-578-5431	MOT	David Feise (President)		83-1441703		3165 N John Young Orlando, FL 32804	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Asphalt Paving Systems, Inc.	dganonaps@gmail.com	813-788-0010	Base reclamation	Tom Donald		22-3787755		9021 Wire Rd Zephyrhills, FL 33540	4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
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 Lee County Port Authority DIJE 4/30/20
 Subcontractor Invitation List

Vendor Name	Email Address	Phone	SCOPES of Work	Contact	Certifications:	FEID	Type of Ownership (F=Female M=Male) BF BM= African Am HF HM=Hispanic Am AF AM= Asian Am NF NM= Native Am CF CM= Caucasian	Address	Invites sent 4/13/2020 4/20/2020 Delivery/Read Receipts attached 4/13/2020 4/20/2020 Delivery/Read Receipts attached 4/20/2020 Delivery/Read Receipts attached
Azzarelli Paving & Site Development	jay@azzpsd.com	813.985.9970	Paving	Jay Azzarelli				7825 Depot Ln, Tampa, FL 33637	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Azzarelli Paving & Site Development	jay@azzpsd.com	813.985.9970	Stework	Jay Azzarelli				7825 Depot Ln, Tampa, FL 33637	4/13/2020 4/20/2020 Delivery/Read Receipts attached
B & B CONTRACTORS OF FLORIDA INC.	bcontractorsff@gmail.com	386.275.7946	Signals/lighting	Bobby Faulkner		81-4820558		159 SW Robinson Court Lake City, FL 32024	4/20/2020 Delivery/Read Receipts attached
B & D Enterprises	sales@bndenterprises.com	407-542-8739	Desilting	Christian Moreira		APPLIED FOR		215 Old Sanford Oviedo Rd, Winter Springs, FL 32708	4/13/2020 4/20/2020 Delivery/Read Receipts attached
B & D Enterprises	sales@bndenterprises.com	407-542-8739	Pipe Liner	Christian Moreira		APPLIED FOR		215 Old Sanford Oviedo Rd, Winter Springs, FL 32708	4/13/2020 4/20/2020 Delivery/Read Receipts attached
B & D Enterprises	sales@bndenterprises.com	407-542-8739	Pipe chemical grout repair	Christian Moreira		APPLIED FOR		215 Old Sanford Oviedo Rd, Winter Springs, FL 32708	4/13/2020 4/20/2020 Delivery/Read Receipts attached
B K W Construction, LLC.	cassandra@bkwcorp.com	352-513-3014	Grading	Cassandra Ramirez		82-0717650		1723 N LecCanto Hwy LeCanto FL 34461	4/13/2020 4/20/2020 Delivery/Read Receipts attached
B K W Construction, LLC.	cassandra@bkwcorp.com	352-513-3014	Pipe	Cassandra Ramirez		82-0717650		1723 N LecCanto Hwy LeCanto FL 34461	4/13/2020 4/20/2020 Delivery/Read Receipts attached
B&E Signal and Lighting, Inc.	Terry@beutility.com	941-759-3694	Signals/lighting	Billy or Nisa Masila		20-2880417		6447 33rd St. East, Sarasota, FL 34243	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Backbay Construction Inc.	backbayconstruction@yahoo.com	239-226-1310	Concrete	Mike Thesler		46-1687725		12960 Commerce Lakes Dr. Ste 12 Fort Myers, FL 33913	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Backbay Construction Inc.	backbayconstruction@yahoo.com	239-226-1310	Concrete	Mike Thesler		46-1687725		12960 Commerce Lakes Dr. Ste 12 Fort Myers, FL 33913	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bayer United Engineering Consultants, LLC	mbayer@bayerunited.com	813.460.2199	MOT design	Mark Bayer		83-3015288	CM	10137 Kingsbridge Ave. Tampa, FL	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Vendor Name	Email Address	Phone	SCOPES of Work	Contact	Certifications:	FEID	Type of Ownership (F=Female M = Male BF BM = African Am HF HM=Hispanic Am AF AM = Asian AM NF NM= Native AM CF CM = Caucasian)	Address	Invites sent
Big Tree, Inc.	bob@bigtreeinc.net	239-694-9700	landscape	Bob Mulroy		65-0728828		5175 Country Lakes Dr, Fort Myers, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Big Tree, Inc.	bob@bigtreeinc.net	239-694-9700	Irrigation	Bob Mulroy		65-0728828		5175 Country Lakes Dr, Fort Myers, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blackidge Emulsions, Inc.	bblackidge@be-inc.com	561-353-8430	Bituminous materials	William Zima		64-0783034		2701 E 2nd Ave, Tampa, FL 33605	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blackrock Milling, LLC.	brians@blackrockmill.com	813-251-8455	milling	Brian Miller Estimator		45-3591531		1401 West Swann Ave. Tampa, FL 33506	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blackrock Milling, LLC.	Daniel@blackrockmill.com	813-251-8455	paving	Daniel		45-3591532		1401 West Swann Ave. Tampa, FL 33506	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blacktip Services, Inc.	blacktipemail@yahoo.com; billy@blacktip.us	954-303-4593	concrete	Gina Spencer or Billy Rose		27-4431832		53 Riley Rd # 422, Celebration, FL 34747	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blacktip Services, Inc.	blacktipemail@yahoo.com; billy@blacktip.us	954-303-4593	grading	Gina Spencer or Billy Rose		27-4431832		53 Riley Rd # 422, Celebration, FL 34747	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blacktip Services, Inc.	blacktipemail@yahoo.com; billy@blacktip.us	954-303-4593	Drainage	Gina Spencer or Billy Rose		27-4431832		53 Riley Rd # 422, Celebration, FL 34747	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blade Contracting, LLC.	jkuncy@blade-contracting.com; blade@blade-contracting.com	813-763-8151	Grading stabilized subgrade - spread stabilizer, mix, finish stabilized subgrade. Roadway bare-dump, spread, ad finish (Limerock, shell, crushed conc)	Kevin Muncy, Patrick Shanahan	CUC	46-3717850	CM	883 SYMPHONY ISLES BOULEVARD APOLLO BEACH, FL 33572	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blade Contracting, LLC.	jkuncy@blade-contracting.com; blade@blade-contracting.com	813-763-8151	base reclamation, cold in place recycling and stabilization	Kevin Muncy, Patrick Shanahan	CUC	46-3717850	CM	883 SYMPHONY ISLES BOULEVARD APOLLO BEACH, FL 33572	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blount Construction Co. Inc.	shawn.england@blountconstruction.com	(770) 541-7333	concrete traffic railing & barricades	Shawn England				1730 Sands Place Marietta, GA 30067	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Blount-Sanford Contracting Company, Inc.	jgreason@blountsanford.com	(770) 638-2859		Jimmy Greason	No certs	27-4031972	CF CM	5275 Webb Parkway Lilburn, Georgia 30047	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Bob's Barricades, Inc.	jelbert@bobsbarricades.com	(954) 423-2627	barricades, temporary traffic control	J. Elbert		59-1605524		5018 S 24th Ave, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bonness, Inc.	laura@bonness.com	239-597-6221	paving.	Laura		59-2055219		1900 Seward Avenue, Naples, FL	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bonness, Inc.	laura@bonness.com	239-597-6221	paving.	Laura		59-2055219		1900 Seward Avenue, Naples, FL	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bradanna, Inc.	nick@bradanna.com	239-455-8891	site work, paving, excavating, grading, Curbing, utilities and demolition	Nick Curcio	State Certified - CGC 1507312	59-3031751		125 Airport Rd N., Suite 200 Naples, FL 34104	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bradanna, Inc.	nick@bradanna.com	239-455-8891	site work, paving, excavating, grading, Curbing, utilities and demolition	Nick Curcio	State Certified - CGC 1507312	59-3031751		125 Airport Rd N., Suite 200 Naples, FL 34104	4/13/2020 4/20/2020 Delivery/Read Receipts attached
SRS(Superior Roadway services)	srsgeorge@clf.rr.com	407-473-4599	milling	George Smith					4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bradanna, Inc.	nick@bradanna.com	239-455-8891	site work, paving, excavating, grading, Curbing, utilities and demolition	Nick Curcio	State Certified - CGC 1507312	59-3031751		125 Airport Rd N., Suite 200 Naples, FL 34104	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bradanna, Inc.	nick@bradanna.com	239-455-8891	site work, paving, excavating, grading, Curbing, utilities and demolition	Nick Curcio	State Certified - CGC 1507312	59-3031751		125 Airport Rd N., Suite 200 Naples, FL 34104	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bravo Fence, Inc.	estimating@bravofence.com	813.885.2777	fencing	Grisel Cabezas		20-0752893		11302 N. Nebraska Ave. Tampa, FL 33612	4/13/2020 4/20/2020 Delivery/Read Receipts attached
BULLDOG HAULERS & EQUIPMENT, LLC	bulldoghaulers@gmail.com	941-778-4285	Haulers,	Jackie		41-2178045		4752 BAYCEDAR LANE SARASOTA, FL 34241	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bussey Construction Services, Inc.	estimating@busseyconstruction.com	813-857-3844	Striping,	Kristen Bussey	MBE, SBE	46-4643333		32234 Summerglade Dr. Wesley Chapel, FL 33545	4/13/2020 4/20/2020 Delivery/Read Receipts attached
C. Slagter Construction, Inc.	renees@slagter.net	813-350-9549	guard rails, hwy const	Renee	FDOT DBE	45-4217764	F	3333 SW Westover Ct Palm City, FL 34990	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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C. Slagter Construction, Inc.	renees@slagter.net	616-350-9549	guard rails, hwy const	Renee	FDOT DBE	45-4217764	F	3333 SW Westover Ct Palm City, FL 34990	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Capital Paving, L.L.C.	asantiana@cdeflorida.com; garymac@cdeflorida.com	(727) 266-8921	paving, striping, grading	Alben Santiana	None	81-3240539	HM	2915 FL-590, Clearwater, FL 33759	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Capital Paving, L.L.C.	asantiana@cdeflorida.com; garymac@cdeflorida.com	(727) 266-8921	paving, striping, grading	Alben Santiana	None	81-3240539	HM	2915 FL-590, Clearwater, FL 33759	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Capital Paving, L.L.C.	asantiana@cdeflorida.com; garymac@cdeflorida.com	(727) 266-8921	paving, striping, grading	Alben Santiana	None	81-3240539	HM	2915 FL-590, Clearwater, FL 33759	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Carter Fence Company, Inc.	bids@carter-fence.com	239-353-4102	Fence, fabrication and installation of gates, gate operators	Matthew Gartert		65-0448418		3490 Shearwater St Naples, FL 34117	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CDM Contracting, Inc.	p.henry@cdmcontracting.com	386.496.3883	concrete curb, sidewalk, traffic sep, barrier, retaining, drainage, culverts, precast, grading, earthwork	Pete Henry	None	26-1141819	CM	10022 NW 129 th Ave. Lake Butler, FL 32054	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CDM Contracting, Inc.	p.henry@cdmcontracting.com	386.496.3883	concrete curb, sidewalk, traffic sep, barrier, retaining, drainage, culverts, precast, grading, earthwork	Pete Henry	None	26-1141819	CM	10022 NW 129 th Ave. Lake Butler, FL 32054	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CDM Contracting, Inc.	p.henry@cdmcontracting.com	386.496.3883	concrete curb, sidewalk, traffic sep, barrier, retaining, drainage, culverts, precast, grading, earthwork	Pete Henry	None	26-1141819	CM	10022 NW 129 th Ave. Lake Butler, FL 32054	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cemex USA	richarda.diaz@cemex.com		aggregates, ready mix	Richard Diaz					4/13/2020 4/20/2020 Delivery/Read Receipts attached
Central FI Transport, L.L.C.	estimating@cftransport.net;	352-748-3941	Aggregate Trucking/Hauling	Cody Ritchell (estimating), Kenny Slaven (sales)		46-1892531		511 Mulberry St, Coleman, FL 33521	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Central State Aggregates, LLC	jhillley@mcagg.com	813.788.0454	aggregates	Jason Hilley		26-0247812		41150 Yonkers Blvd, Zephyrhills, FL 33540	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cheyenne Associates Inc	bids@cal-fi.com; gc@cal-fi.com	352-544-2723	milling /milling clean up, guardrail	Gregory Cecil		59-3759317		13521 Ponce De Leon Blvd., Brooksville, FL 34601	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Cheyenne Associates Inc	bids@cai-fl.com; gc@cai-fl.com	352-544-2723	milling, milling clean up, guardrail	Gregory Cecil		59-3759317		13521 Ponce De Leon Blvd., Brooksville, FL 34601	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cheyenne Associates Inc	bids@cai-fl.com; gc@cai-fl.com	352-544-2723	milling, milling clean up, guardrail	Gregory Cecil		59-3759317		13521 Ponce De Leon Blvd., Brooksville, FL 34601	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Civil Site Constructors	darren@civilsiteconstructors.com	352-592-4471	Milling	Darren Williamson VP contact for now 1.18.18	MBE	33-1054425		7281 Sunshine Grove Rd Suite 134 Brooksville, FL 34613	4/13/2020 4/20/2020 Delivery/Read Receipts attached
COCO SOD FARMS INC.	randyandcocosodfarms@gmail.com	863.763.1517	sodding	Randy Crawford		20-1272550		19600 State Road 70 West OKEECHOBEE, FL 34974	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Collier Paving (Division of Southern Striping Solutions LLC.)	estimating@collierpave.com	239-591-5903	Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards	Roxanne Dubé		26-4688872		6089 Janes Lane Naples, FL 34109	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Collier Paving (Division of Southern Striping Solutions LLC.)	estimating@collierpave.com	239-591-5903	Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards	Roxanne Dubé		26-4688872		6089 Janes Lane Naples, FL 34109	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Collier Paving (Division of Southern Striping Solutions LLC.)	estimating@collierpave.com	239-591-5903	Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards	Roxanne Dubé		26-4688872		6089 Janes Lane Naples, FL 34109	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Complete Development, Inc.	estimating@cdsiste.com	813.986.2901	grading/drainage	John Blankenship	None	59-2493690		14338 HWY 301 NORTH THONOTOSASSA, FL 33592	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Complete Development, Inc.	estimating@cdsiste.com	813.986.2901	grading/drainage	John Blankenship	None	59-2493690		14338 HWY 301 NORTH THONOTOSASSA, FL 33592	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CONCRETE CUTTING & BREAKING CO.	larryw@concut.com	407.856.0997	concrete cutting, core	Larry Wohlabaugh		38-2267917		11317 N 52ND ST TAMPA, FL 33617	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Concrete Impressions of Florida, Inc.	patty@ciflorida.com	813.899.4284	Precast conc sound walls	Patricia Keller		59-3542215		3025 Whitfield Avenue, Sarasota, FL 34243	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Consolidated Resource Recovery	csnow@resourcerecovery.com	941-756-0977	waste disposal, yard and wood waste processing, recycling, landclearing	Chris Snow		94-3154672			

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Consolidated Resource Recovery	csnow@resourcecovery.com	941-756-0977	waste disposal, yard and wood waste processing, recycling, landclearing	Chris Snow		94-3154672		3025 Whitfield Avenue, Sarasota, FL 34243	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Contech Engineered Solutions LLC	csackel@conteches.com	443-457-1511	pipe products	Pam Creighton		31-1177165		8250 62nd St N Pinellas Park, FL 33781	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Comerstone Barricades Inc.	lyn@comerstonebarricades.com	352-377-8976	MOT work	Lyn Sowell	DBE, SBE, MBE, SDB, HUBZone, FDOT BDI	81-0763816	BM	5001 N. Nebraska Ave. Tampa, FL 33603	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cougar Contracting, LLC.	jessica@cougarcontractingllc.com	(239) 275-0746	site work, utility, conc sidewalk/ curb, paving	Jess Armstrong		82-3270916		5420 Division Dr, Fort Myers, FL, 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cougar Contracting, LLC.	jessica@cougarcontractingllc.com	(239) 275-0746	site work, utility, conc sidewalk/ curb, paving	Jess Armstrong		82-3270916		5420 Division Dr, Fort Myers, FL, 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cougar Contracting, LLC.	jessica@cougarcontractingllc.com	(239) 275-0746	site work, utility, conc sidewalk/ curb, paving	Jess Armstrong		82-3270916		5420 Division Dr, Fort Myers, FL, 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CREATIVE SIGN DESIGNS, LLC	dbrooks@creativesigndesigns.com	813-814-2117	signs fabrication, lighting, LED conversions, metal specialties, mesh design	Dean Brooks		20-2975242		12801 Commodity Place Tampa, FL 33626	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CREATIVE SIGN DESIGNS, LLC	dbrooks@creativesigndesigns.com	813-814-2117	signs fabrication, lighting, LED conversions, metal specialties, mesh design	Dean Brooks		20-2975242		12801 Commodity Place Tampa, FL 33626	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cross, LLC.	jfernandezkma@att.net	813-313-0549	pipe underground and struc repairs, pipe video inspection & pipe cleaning/deslting, chemical stop infiltration	John Fernandez	FDOT	83-0499242		13529 Barbary Drive Wellington, FL 33414	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cross, LLC.	jfernandezkma@att.net	813-313-0549	pipe underground and struc repairs, pipe video inspection & pipe cleaning/deslting, chemical stop infiltration	John Fernandez	FDOT	83-0499242		13529 Barbary Drive Wellington, FL 33414	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Cross, LLC.	jfernandezkma@att.net	813-313-0549	pipe underground and struc repairs, pipe video inspection & pipe cleaning/deslting, chemical stop infiltration	John Fernandez	FDOT	83-0499242		13529 Barbary Drive Wellington, FL 33414	4/13/2020 4/20/2020 Delivery/Read Receipts attached
C-Squared CGC Inc. (Bradenton)	seand@c-squaredcgc.com	(941) 960-8114	concrete flatwork	Sean				1715 67th Ave E Sarasota, Florida 34243	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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C-Squared CGC Inc. (Bradenton)	seand@c-squaredcgc.com	(941) 960-8114	concrete flatwork	Sean				1715 67th Ave E Sarasota, Florida 34243	4/13/2020 4/20/2020 Delivery/Read Receipts attached
C-Squared CGC Inc. (Bradenton)	seand@c-squaredcgc.com	(941) 960-8114	concrete flatwork	Sean				1715 67th Ave E Sarasota, Florida 34243	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CURB MAN, INC.	estimator.curbman@gmail.com	863.967.3557	concrete.	Chris Gabaldon	No certs	59-3590955		210 S MAIN ST AUBURDALE, FL 33823	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CURB SYSTEMS OF SW FL AND SARASOTA, L.L.C.	markl@curbsystems.net	(239) 947-3777	concrete curb & gutter			59-3630608		10964 K-Nine Drive Bonita Springs, FL 34135	4/13/2020 4/20/2020 Delivery/Read Receipts attached
D.M. CONSTRUCTION CORPORATION	dimconstcorp@earthlink.net	941-639-3666	Excavation	George Davis		59-1002869		3801 Henry St. Punta Gorda, FL 33951	4/13/2020 4/20/2020 Delivery/Read Receipts attached
D.M. CONSTRUCTION CORPORATION	dimconstcorp@earthlink.net	941-639-3666	Excavation	George Davis		59-1002869		3801 Henry St. Punta Gorda, FL 33951	4/13/2020 4/20/2020 Delivery/Read Receipts attached
DAVE FOOTE CONSTRUCTION, INC.	dave.foote@dfecinc.com	(239) 633-4650	underground utility, drainage	Dave Foote		65-0771121		6091 Greenbriar Farms Rd Fort Myers, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
De Jonge Excavating Contractors Inc.	shanchey@dejongeexcavating.com; dex@dejongeexcavating.com	(941) 485-7799	Underground Utility	Steve Hanchey		65-0636287		3500 RUSTIC ROAD NOKOMIS, FL 34275	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Delamere Industries Inc.	chris@elitetenceol.com; a.oliver@elitetence-dii.com;	813.929.0841	Fence and Rail / manufacture and install	Ariel Oliver		81-0883237		19370 Oliver Street Brooksville, FL 34601	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Delamere Industries Inc.	chris@elitetenceol.com; a.oliver@elitetence-dii.com;	813.929.0841	Fence and Rail / manufacture and install	Ariel Oliver		81-0883237		19370 Oliver Street Brooksville, FL 34601	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Denco Construction Inc.	fgibson@denco-inc.com	239-332-4400	Drainage/Utilities	Frank Gibson		31-1071467		4600 Cummins Ct #1, Fort Myers, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Denson Construction, Inc.	travis@denson-construction.com	863-709-1001	concrete walls and flatwork	Travis Lester	Hillsborough County Aviation Authority, Greater Orlando Aviation	59-3571944		4270 Holden Rd Lakeland FL 33811	4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
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Vendor Name	Email Address	Phone	SCOPES of Work	Contact	Certifications:	FEID	Type of Ownership (F=Female M = Male) BF BM = African Am HF HM=Hispanic Am AF AM = Asian Am NF NM= Native Am CF CM = Caucasian	Address	Invites sent
Denson Construction, Inc.	travis@denson-construction.com	863-709-1001	concrete walls and flatwork	Travis Lester	Hillsborough County Aviation Authority, Greater Orlando Aviation	59-3571944		4270 Holden Rd Lakeland FL 33811	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Denson Construction, Inc.	travis@denson-construction.com	863-709-1001	concrete walls and flatwork	Travis Lester	Hillsborough County Aviation Authority, Greater Orlando Aviation	59-3571944		4270 Holden Rd Lakeland FL 33811	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Diamond "C" Logistics, LLC.	cindy.whiting@aol.com	352-728-5361	hauling, materials	Violette LaBree	DBE	20-5609151		2729 W. Main St. Leesburg FL 34748	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Diamond Surface, Inc.	al@diamondsurfaceinc.com	763-420-5009	concrete diamond grinding	Al Adamek		41-1639360		21025 Commerce Blvd Suite 900 Rogers, MN 55374	4/13/2020 4/20/2020 Delivery/Read Receipts attached
DEAngelo Brothers LLC (DBI Services Inc.)	rlapore@dbiservices.com	570-459-5600		Rich Lepore	N/A	23-2332783	CM	100 North Conahan Dr. Hazelton, PA, 18201	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Dixie Lime and Stone Co.	neilmc@dixielime.com; arthurlavely@gmail.com	352-512-0180	base mis & aggregates	Art Lavely		59-1169461		2441 E. Fort King St. Suite 201 Ocala, FL 34471	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Doan Construction Company of Florida, LLC.	rramirez@doancompanies.com	941.234.2777	concrete,	Roger Ramirez		20-5672012		15310 Amberly Dr Ste 250 Tampa, FL 33647	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Driveway Maintenance, Inc.	panable@driveway.com	813.228.6826	paving, striping					1901 N 57th St, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Driveway Maintenance, Inc.	panable@driveway.com	813.228.6826	paving, striping					1901 N 57th St, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
E T MacKenzie of Florida, Inc.	kccouthart@mackenzieco.com	941-756-6760	Site work, GC			38-3204096		6212 33rd Street E. Bradenton, Florida 34203	4/13/2020 4/20/2020 Delivery/Read Receipts attached
E. J. Breneman, L.L.C.	jdemartino@sjbreneman.com	610-678-1913	soil stabilization, soil drying, full depth reclamation, cement stabilization	John DeMartino	prequalified and prequalified in several other states			1101 Yerger Blvd. West Lawn, Pa. 19609	4/13/2020 4/20/2020 Delivery/Read Receipts attached
E. J. Breneman, L.L.C.	jdemartino@sjbreneman.com	610-678-1913	soil stabilization, soil drying, full depth reclamation, cement stabilization	John DeMartino	prequalified and prequalified in several other states			1101 Yerger Blvd. West Lawn, Pa. 19609	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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E.R. Jahma Industries, Inc.	sales@jahma.com	863.676.9431	base, aggregates	Adell Jahma		59-0874072		202 E STUART AVE P.O. DRAWER 840 LAKE WALES, FL 33853	4/13/2020 4/20/2020 Delivery/Read Receipts attached
EHC Inc	estimating@ehconstruction.com	239.592.0828	excavation, embankment, subgrade and base group install	Estimating Dept		65-0181852		1360 Rail Head Blvd Naples, FL 341410	4/13/2020 4/20/2020 Delivery/Read Receipts attached
EHC Inc	estimating@ehconstruction.com	239.592.0828	excavation, embankment, subgrade and base group install	Estimating Dept		65-0181852		1360 Rail Head Blvd Naples, FL 341410	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Erosion Control of Central Florida, Inc.	flsiltsood@gmail.com	407.908.1781	erosion control	Jolene Worley		26-0352803		3411 Nesmith Rd. Plant City, FL 33566	4/13/2020 4/20/2020 Delivery/Read Receipts attached
EROSION CONTROL SYSTEMS, INC.	pam@floridatdacs.com	352.559.9191	erosion control, geomembrane liners, fabric formed concrete	Pam	WBE, SBE, Qualified Storm Water management	90-0125420		8000 SE 23 Dr, Webster, FL 33597	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Ferguson Land Surveyors, PLLC.	terry@flsurveyors.com; tim@flsurveyors.com; scott@flsurveyors.com	727.230.9606	engineering surveys	Timothy Drewett		47-5661955		806 FRANKLIN STREET CLEARWATER, FL 33756	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FLORIDA DIRT SOURCE, LLC	ray@tdstunderbay.com	239.649.0600	fill & aggregate materials	Ray Jolicoeur		20-3063206		6061 HAMILTON RD FT MYERS, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Florida Engineering & Surveying, LLC.	dana@florida-eas.com	941.485.3100	engineering survey	Dana		46-2993403		631 S Tamiami Trail N, Nokomis, FL 34275	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Florida Hydroseeding & Erosion Contl	admin@flhydroseed.com	772-888-2989	seeding, fertilizing, erosion Control, silt fence, pond liners,	Bradlee Tanzer (President)		22-3955577		3458 SE Dixie Highway Stuart, FL 34997	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Florida Hydroseeding & Erosion Contl	admin@flhydroseed.com	772-888-2989	seeding, fertilizing, erosion Control, silt fence, pond liners,	Bradlee Tanzer (President)		22-3955577		3458 SE Dixie Highway Stuart, FL 34997	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Florida Jet Clean	floridajetclean@yahoo.com	813.792.7876	pipe desliting video	Ralph Callisiti	no certs				4/13/2020 4/20/2020 Delivery/Read Receipts attached
FLORIDA SAFETY CONTRACTORS, INC.	Estimating@floridasafetycontractors.com	813.982.9172	grading, drainage, conc	Reva Jordan		57-1191566		11826 Jackson Rd Thonotassas FL 33687	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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FLORIDA SAFETY CONTRACTORS, INC.	Estimating@floridasafetycontractors.com	813.982.9172	grading, drainage, conc	Reva Jordan		57-1191566		11826 Jackson Rd Thonotassas FL 33687	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FLORIDA SAFETY CONTRACTORS, INC.	Estimating@floridasafetycontractors.com	813.982.9172	grading, drainage, conc	Reva Jordan		57-1191566		11826 Jackson Rd Thonotassas FL 33687	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FLORIDA SAFETY CONTRACTORS, INC.	Estimating@floridasafetycontractors.com	813.982.9172	signs, signals	C. Reichart		57-1191566		11825 Jackson Rd Thonotassas FL 33687	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FLORIDA SAFETY CONTRACTORS, INC.	Estimating@floridasafetycontractors.com	813.982.9172	signs, signals	C. Reichart		57-1191566		11825 Jackson Rd Thonotassas FL 33687	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Forsberg Construction, Inc.	gregg@forsbergconstruction.com	941-637-8500	site work, utilities, clearing, earthwork, roadway, underground	Gregg Marsh		59-2223536		645 Charlotte Street Punta Gorda, Florida 33950	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Forsberg Construction, Inc.	gregg@forsbergconstruction.com	941-637-8500	site work, utilities, clearing, earthwork, roadway, underground	Gregg Marsh		59-2223536		645 Charlotte Street Punta Gorda, Florida 33950	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Forsberg Construction, Inc.	gregg@forsbergconstruction.com	941-637-8500	site work, utilities, clearing, earthwork, roadway, underground	Gregg Marsh		59-2223536		645 Charlotte Street Punta Gorda, Florida 33950	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FRANCIS INTERNATIONAL FENCING INC.	joe.fencedepot@gmail.com	727-940-5248	fencing	Joe O. owner		37-1776596		6734 Osteen Rd Newport Richey FL 34651	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FREDERICK DERR AND COMPANY, INCORPORATED	gator@frederickderrcompany.com	941-355-8575	utilities, site work, concrete recycled	Gator Carter		59-0915336		1451 Myrtle St. Sarasota, FL 34234	4/13/2020 4/20/2020 Delivery/Read Receipts attached
FREDERICK DERR AND COMPANY, INCORPORATED	gator@frederickderrcompany.com	941-355-8575	utilities, site work, concrete recycled	Gator Carter		59-0915336		1451 Myrtle St. Sarasota, FL 34234	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Gardner Asphalt	jhill@gardnerasphalt.com	813-373-2035	bituminous materials - liquid asphalt, tackless tack	Jose Hernandez		APPLIED FOR		4161 E 7th Ave. Tampa, FL 33605	4/13/2020 4/20/2020 Delivery/Read Receipts attached
GCE Services, Inc.	estimating@gceservicesinc.com	239-573-7170	seeding & erosion ctrl, grassing	Carolyn Exels		65-0695477		1611 Santa Barbara Blvd Site 100 Cape Coral, FL 33991	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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GCE Services, Inc.	estimating@gceservicesinc.com	239-573-7170	seeding & erosion ctrl, grassing	Carolyn Eads		65-0595477		1611 Santa Barbara Blvd Ste 100 Cape Coral, FL 33991	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Gerelec Traffic Controls	nwright@gerelec.com	772-340-7474	signals, lighting	Norman Wright		90-0174266		560 NW Enterprise Dr, Port St Lucie, FL 34986	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Grait Enterprises, Inc.	gei2@earthlink.net	305-596-4454	guardrail suppliers (no installation) alum rail	Pedro Giralt	of FL MBE, S. FI Water Mgmt District SBE, and Veteran owned.	65-0066382		12260 SW 94th Street Miami, FL 33186	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Gosalia Concrete Constructors, Inc.	mstanley@gosalia.com	813-443-0984	Concrete.	Mike Stanley		27-3534317		4607 N 56TH St, Tampa, FL 33610 7/23/19	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Gosalia Concrete Constructors, Inc.	mstanley@gosalia.com	813-443-0984	Concrete.	Mike Stanley		27-3534317		4607 N 56TH St, Tampa, FL 33610 7/23/19	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Gosalia Concrete Constructors, Inc.	mstanley@gosalia.com	813-443-0984	Concrete.	Mike Stanley		27-3534317		4607 N 56TH St, Tampa, FL 33610 7/23/19	4/13/2020 4/20/2020 Delivery/Read Receipts attached
GRADING & BUSH HOG SERVICES, INC.	gbhsinc@bellsouth.net	904.276.3314	guardrail, handrail, mailboxes	Scott Griffin	FDOT DBE	59-3198636		274 COLLEGE DR ORANGE PARK, FL 32065	4/13/2020 4/20/2020 Delivery/Read Receipts attached
GRADING & BUSH HOG SERVICES, INC.	gbhsinc@bellsouth.net	904.276.3314	guardrail, handrail, mailboxes	Scott Griffin	FDOT DBE	59-3198636		274 COLLEGE DR ORANGE PARK, FL 32065	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Granite Inliner, LLC	mike.cannon@gcinc.com; John.Sunderman@Layne.com	407-472-0014	trenchless retine pipes	Mike		01-0684682			4/13/2020 4/20/2020 Delivery/Read Receipts attached
Grovin Farms, LLC	chase-elliott@grovinfarms.com	352-204-0102	sodding, seeding, mulching, grading, forestry work	Chase Elliott		47-5673817		2471 Northeast County Road 219A Melfrose FL 32666	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Haskins Inc.	rmaphee@haskinsinc.net	239.947.1846	Grading, drainage, utility work, mass excavation	Ryan Macphee		59-1844470		10956 Enterprise Ave Bonita Springs FL 34135	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Haskins Inc.	rmaphee@haskinsinc.net	239.947.1846	Grading, drainage, utility work, mass excavation	Ryan Macphee		59-1844470		10956 Enterprise Ave Bonita Springs FL 34135	4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
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HighSpans Engineering, Inc.	chelenbrook@highspans.com; vincez@highspans.com; Engineers@HighSpans.com	239-433-3000	engineering inspection		DBE, MBE	77-0681624		2121 McGregor Blvd, Suite 200 Ft. Myers, FL 33901	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Highway Safety Devices, Inc.	jarrodn@highwaysafetydevices.com	813.759.1559	signs, singals, lighting, guardrail, ITS work	Jarrod Nichols		59-2934582		6480 Hamey Rd, Tampa, Florida 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Highway Safety Devices, Inc.	jarrodn@highwaysafetydevices.com	813.759.1559	signs, singals, lighting, guardrail, ITS work	Jarrod Nichols		59-2934582		6480 Hamey Rd, Tampa, Florida 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Highway Safety Devices, Inc.	jarrodn@highwaysafetydevices.com	813.759.1559	signs, singals, lighting, guardrail, ITS work	Jarrod Nichols		59-2934582		6480 Hamey Rd, Tampa, Florida 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Hi-Lite Airfield Services, LLC.	brianl@hi-lite.com; tyler.baffia@hi-lite.com	904-429-0090	Airport Striping, marking, paint/rubber removal, friction testing	Brian Garratt		35-2489959		18249 HI-LITE DR ADAMS CENTER, NY 13606	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Hi-Lite Airfield Services, LLC.	brianl@hi-lite.com; tyler.baffia@hi-lite.com	904-429-0090	Airport Striping, marking, paint/rubber removal, friction testing	Brian Garratt		35-2489959		18249 HI-LITE DR ADAMS CENTER, NY 13606	4/13/2020 4/20/2020 Delivery/Read Receipts attached
HIMES ELECTRIC COMPANY, INC.	thomas@himeselectric.com	813.909.1927	Airport Electric, outside lighting, high mast lighting, roadway work	Thomas Cook	contractor for electrical work, small business certs from St	65-0885982		1040 Land O lakes Blvd, Lutz, FL, 33549	4/13/2020 4/20/2020 Delivery/Read Receipts attached
HIMES ELECTRIC COMPANY, INC.	thomas@himeselectric.com	813.909.1927	Airport Electric, outside lighting, high mast lighting, roadway work	Thomas Cook	contractor for electrical work, small business certs from St	65-0885982		1040 Land O lakes Blvd, Lutz, FL, 33549	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Horses First, Inc.	kcoffey@horsesfirstinc.com; lpaladino@horsesfirstinc.com; asmallwood@horsesfirstinc.com	813-862-5020	cpm scheduling, planning	Kathie Coffey	DBE, Hillsborough WMBE/SBE, WOSB certified	20-3595168		453 SE Naranja Ave, Port St Lucie, FL 34983	4/13/2020 4/20/2020 Delivery/Read Receipts attached
HSE Contractors Inc.	alberto@hsecontractors.com	813-435-3110	cpm Planning & Scheduling	Steve Grey		56-2629238		3443 Herringridge Dr. ORLANDO, FL 32812	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Hyatt Survey Services, Inc.	russell@hyattsurvey.com	941.748.4693	engineering surveying ans mapping services, const staking, as-built / record surveys	Russell Hyatt	FDOT DBE, WBE	03-0476653		2012 Lena Road Bradenton, Florida 34211	4/13/2020 4/20/2020 Delivery/Read Receipts attached
IMPACT SURVEYING AND MAPPING, INC.	dpeach@impactsurveying.com	(813) 644-6570	engineering, survey	Veronica Thorp		45-3968749		7815 NORTH DALE MABRY HWY SUITE 107 Tampa, FL 33614	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Irrigation Design Associates, Inc.	idamailbox@ida-fl.com	941-927-1279	Irrigation,	Terry Fiddelle	no certs	65-0746689		6175 Palmer Blvd. Sarasota, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Jason's Hauling, Inc.	jason@jasonshauling.com	813.872.8440	hauling	Greg Baler, Jason Freyre	DBE with FDOT, Hillsborough County, and City of Tampa, etc.	59-3219239	CM	Effective 10/28/19 4508 Oak Fair Blvd Suite 270 Tampa, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
JOHN B. WEBB & ASSOCIATES, INC.	jackie.webb@webbengr.com	407.622.9322	engineering Surveying, engineering, BIM	Jacqueline E Webb President	DBE, MWBE, LDBe, SBE with state Certified	59-2290992	CF	925 S. DENNING DR. SUITE 3 WINTER PARK, FL 32789	4/13/2020 4/20/2020 Delivery/Read Receipts attached
K & B Sitework, LLC	aleem@kandbsitework.com	727-827-2971	Utility and site work	Aleem Khan		27-1936952		4905 34 Street Ste. 352 ST. PETERSBURG, FL 33711	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Kates Enviro Fencing Inc.	kenviro@katesinc.com; mfilbrandt@katesinc.com	239-948-3116	erosion control, storm water inspection systems	Ken		65-0678751		3435 Quail Dr. Bonita Springs, 34134	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Kloote Contracting	dave@kloote.com	727.785.6800	GC, Crack Sealing, grading, concrete, sewer&water pump station cnst, rehab, enviro	Dave Kloote	Pinellas County SBE certified, State certified GC	65-0800410		2706 19th St, Palm Harbor, FL 34683	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Kloote Contracting	dave@kloote.com	727.785.6800	GC, Crack Sealing, grading, concrete, sewer&water pump station cnst, rehab, enviro	Dave Kloote	Pinellas County SBE certified, State certified GC	65-0800410		2706 19th St, Palm Harbor, FL 34683	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Kloote Contracting	dave@kloote.com	727.785.6800	GC, Crack Sealing, grading, concrete, sewer&water pump station cnst, rehab, enviro	Dave Kloote	Pinellas County SBE certified, State certified GC	65-0800410		2706 19th St, Palm Harbor, FL 34683	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Kloote Contracting	dave@kloote.com	727.785.6800	GC, Crack Sealing, grading, concrete, sewer&water pump station cnst, rehab, enviro	Dave Kloote	Pinellas County SBE certified, State certified GC	65-0800410		2706 19th St, Palm Harbor, FL 34683	4/13/2020 4/20/2020 Delivery/Read Receipts attached
KLW Concrete Cutting, Inc	rowalker@kwsaw.com	904-328-5307	Concrete Cutting and breaking	Robert Walker	FDOT: DBE/MBE/WBE/L SEB	47-5650810	BF	12296 Bristol Creek Drive JACKSONVILLE, FL 32218	4/13/2020 4/20/2020 Delivery/Read Receipts attached
LANZO COMPANIES, INC	estimating@lanzo.org	954-979-0802	pipe lining, desilting	Fred Tinberg		81-1005288		125 SE 5TH CT DEERFIELD BEACH, FL 33441	4/13/2020 4/20/2020 Delivery/Read Receipts attached
LANZO COMPANIES, INC	estimating@lanzo.org	954-979-0802	pipe lining, desilting	Fred Tinberg		81-1005288		125 SE 5TH CT DEERFIELD BEACH, FL 33441	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Lavandera Electric Co.	jim@lavanderaelectric.com	813.870.3486	Airport Electrical	Charles (Mike) McDonald		59-1772390		4705 North Hesperides St. Tampa, FL 33614	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Leftcoast Surveyors, Inc.	imajal@leftcoastsurveyors.com	727.576.2877	engineering survey	Mike Gulfer	SBE	59-3655470	CM	2363 1st Ave N, St. Petersburg, FL 33713	4/13/2020 4/20/2020 Delivery/Read Receipts attached
LEO'S SOD, LLC	Marisol@leosod.net ; kris@leosod.net	239-732-6131	Sodding	Marisol Robar		47-4754491		3612 Bayshore Drive Naples, Florida 34112	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Liberty Hauling, Inc.	ruth@libertyhauling.com	863.984.1462	haulers,	Ruth Wagner	Florida DBE, MWBE	37-1453022		7144 EVERGREEN BLVD. POLK CITY, FL 33668	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Lomski Engineering and Testing, Inc.	alomski@let-fl.com	941-979-5744	engineering, testing	Anne Lomski	FDOT DBE & Hills City, Florida UCP	28-4521129		17210 Toledo Blade Blvd. Port Charlotte, FL 33954	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Lovin Construction	lovin-construction@verizon.net	941.755.4312	cip conc, structural conc, retaining wall, box culvert	Barry Roberts, Troy Timmons				6204 33rd Street East Bradenton, FL 34203	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Lovin Construction	lovin-construction@verizon.net	941.755.4312	cip conc, structural conc, retaining wall, box culvert	Barry Roberts, Troy Timmons				6204 33rd Street East Bradenton, FL 34203	4/13/2020 4/20/2020 Delivery/Read Receipts attached
M.P.G. & COMPANY, INC.	mpg8949@aol.com	727.518.1761	signals and lighting	Robin Green	DBE w/ COT, FDOT, Hillborough Co.	59-3143615		8949-131st Place N. Largo, FL 33773	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Mack Concrete Industries	bclaffin@mackconcrete.com	352.742.2333	Precast, Environmental, Privacy Wall	Brett Claffin				23902 County Road 561 Astatula, FL 34705	4/13/2020 4/20/2020 Delivery/Read Receipts attached
MAJ Contracting, Inc.	mjustice@majcontracting.com; hcrooks@majcontracting.com	239.707.1310	Grading, drainage, utility work	Mark Justice	License, Certified Underground Contractor License, Certified	65-0902859		2602 Dora St. Fort Myers, FL 33901	4/13/2020 4/20/2020 Delivery/Read Receipts attached
MAJ Contracting, Inc.	mjustice@majcontracting.com; hcrooks@majcontracting.com	239.707.1310	Grading, drainage, utility work	Mark Justice	License, Certified Underground Contractor License, Certified	65-0902859		2602 Dora St. Fort Myers, FL 33901	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Mariotti Asphalt, LLC	ryan@billmariottipaving.com	941-921-4628	Paving,	Tom Lightcap/Bill Mariotti		45-0516377		4559 Mariotti Ct, Sarasota, FL 34233	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Martin Marietta Materials	Heath.Fincher@martinmarietta.com	(407) 723-4852	aggregate materials	Heath Fincher	No certs			714 W Smith St. Orlando, FL 32804	4/13/2020 4/20/2020 Delivery/Read Receipts attached
McKenzie Contracting, LLC.	enewman@mckenziecontractingllc.com; charles.clough@mckenziecontractingllc.com	813.454.4429	Grading.	Eric and Charlie		46-3561860	BM	7712 E Broadway Ave. Tampa, Florida 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
McShea Contracting LLC	stevem@mcsheacontracting.com; estimating@mcsheacontracting.com	239.368.5200	pavmt markings, RPMs, removal markings	Steve Maitland		26-4642586		508 Owen Ave. North Lehigh Acres, FL 33971	4/13/2020 4/20/2020 Delivery/Read Receipts attached
McShea Contracting LLC	stevem@mcsheacontracting.com; estimating@mcsheacontracting.com	239.368.5200	pavmt markings, RPMs, removal markings	Steve Maitland		26-4642586		508 Owen Ave. North Lehigh Acres, FL 33971	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Mettauer Environmental, Inc.	chris@me-fl.com	239-633-3344	Eros ctrl, sod, fence	Chris Mettauer		65-1106787		19741 N RIVER RD ALVA, FL 33920	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Mettauer Environmental, Inc.	chris@me-fl.com	239-633-3344	Eros ctrl, sod, fence	Chris Mettauer		65-1106787		19741 N RIVER RD ALVA, FL 33920	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Midwest Construction Products	erich@midwestconstruct.com	239-432-2812	erosion control, storm water products, mill (bumpmill) and clean up	Eric Harrison				17370 Allico Center Rd. Ft. Myers, FL 33967	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Mill N Clean LLC	Kelly@millinclean.com; Cy@millinclean.com; cyhavron1617@gmail.com	727-524-5165	mill (bumpmill) and clean up	Kelly Camm	MBE Hillsborough Co., City of Tampa	47-232850		595 RANCH ROAD TARPON SPRINGS, FL 34688	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Milling Cleanup Services LLC	operations@millingcleanup.com	727-939-8600	Milling/Cleanup	Dave Miller		26-4058370		201 TARPON INDUSTRIAL DRIVE, SUITE 1 TARPON SPRINGS, FL 34689	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Mill-H Corporation	bbozell@mill-it.com	407.661.1181	milling, cold planning	Brian Bortell		59-2328666		9630 DISCOVERY COURT ALTAMONTE SPRINGS, FL 32714	4/13/2020 4/20/2020 Delivery/Read Receipts attached
MOT Plans.com, Inc.	sattya@motplans.com	813-600-7884	mot, barricades	Eddie Poupart		76-0742303		1019 S 82nd St, Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
MSB Services, LLC	michael@msbservicesllc.com	941-747-7100	signals, signs, lighting	Michael Delagarza		45-4013430		3204 Lena Road Bradenton, FL 34211	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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MSB Services, LLC	michael@msbervicesllc.com	941-747-7100	signals, signs, lighting	Michael Deleagarza		45-4013430		3204 Lena Road Bradenton, FL 34211	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Neubert Construction Services, Inc.	tyler@neubertconstruction.com	239-332-8800	Concrete/sitework	Tyler or Bob Neubert		65-0604970		3801 Dr Martin Luther King Jr Blvd Fort Myers, FL 33916	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Neubert Construction Services, Inc.	tyler@neubertconstruction.com	239-332-8800	Concrete/sitework	Tyler or Bob Neubert		65-0604970		3801 Dr Martin Luther King Jr Blvd Fort Myers, FL 33916	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Nickale Corp.	Brian@nickale.com	(239) 287-3463	Hauling	Brian Mayberry		47-5217048		7886 BUCKS RUN DR NAPLES, FL 34120	4/13/2020 4/20/2020 Delivery/Read Receipts attached
NRC CORPORATION	jsergey@nrcoc.com	813-241-0282	environment remediation, cleanup	Jim Sergy		20-8282054		2300 TAMIAMI TRAIL NORTH NOKOMIS, FL 34275	4/13/2020 4/20/2020 Delivery/Read Receipts attached
OLDCASTLE INFRASTRUCTURE, INC.	Bill.Dugan@oldcastle.com	813.714.6609	drainage, curb inlets, junction boxes	Bill Dugan		91-0782138		2140 Pondella Road Cape Coral, Fl. 33909	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Ongrade Contracting Inc.	daniel@ongradecontracting.com; debra@ongradecontracting.com	941.766.6191	base work, sub base	Debra Walker	DBE / EEO	45-4829633		12409 SW SHERI AVE., UNIT 101 LAKE SUZY, FL 34269	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Paff Landscape, Inc.	Deb.absolutetree@gmail.com; Paff@bellsouth.net	352-796-6654	sodding, grassing, tree trimming, removals, stump grinding, limited clear & grub	Nick Paff		59-3284264		6288 CALIFORNIA ST. BROOKSVILLE, FL 34604	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Paff Landscape, Inc.	Deb.absolutetree@gmail.com; Paff@bellsouth.net	352-796-6654	sodding, grassing, tree trimming, removals, stump grinding, limited clear & grub	Nick Paff		59-3284264		6288 CALIFORNIA ST. BROOKSVILLE, FL 34604	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Paff Landscape, Inc.	Deb.absolutetree@gmail.com; Paff@bellsouth.net	352-796-6654	sodding, grassing, tree trimming, removals, stump grinding, limited clear & grub	Nick Paff		59-3284264		6288 CALIFORNIA ST. BROOKSVILLE, FL 34604	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Palmetto Prime of Tampa, Inc.	krystal@palmettoprime.com; dispatch@palmettoprime.com	813-626-4287	prime and sand	Krystal handles Contracts, Brian and Shawn (estimating/scheduling)		59-3713047		5423 N 59TH STREET TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Parking Lot Striping Service Inc.	hopeplss@aol.com	813.623.1454	Sealing/Striping/Concrete/Roadway Base/ Asphalt work, cleaning /landscaping /irrigation / grubbing, Erosion Ctrl, Underground Utilities, Metal Signs	Lisa Dawson		26-0324264		3901 E. LAKE AVENUE TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Parking Lot Striping Service Inc.	hopeplss@aol.com	813.623.1454	Sealing/Striping/Concrete/Roadway Base/ Asphalt work, clearing / landscaping, irrigation / grubbing, Erosion Ctrl, Underground Utilities, Metal Signs	Lisa Dawson		26-0324264		3901 E. LAKE AVENUE TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Parking Lot Striping Service Inc.	hopeplss@aol.com	813.623.1454	Sealing/Striping/Concrete/Roadway Base/ Asphalt work, clearing / landscaping, irrigation / grubbing, Erosion Ctrl, Underground Utilities, Metal Signs	Lisa Dawson		26-0324264		3901 E. LAKE AVENUE TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Parking Lot Striping Service Inc.	hopeplss@aol.com	813.623.1454	Sealing/Striping/Concrete/Roadway Base/ Asphalt work, clearing / landscaping, irrigation / grubbing, Erosion Ctrl, Underground Utilities, Metal Signs	Lisa Dawson		26-0324264		3901 E. LAKE AVENUE TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Patriot Prime Inc	CROD@patriotprimeinc.com	813-730-7346	Prime/Track, fog / chip seal	Cesar Rodriguez		82-4469059		108 Colson Rd Plant City Fl 33567	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Patriot Prime Inc	CROD@patriotprimeinc.com	813-730-7346	Prime/Track, fog / chip seal	Cesar Rodriguez		82-4469059		108 Colson Rd Plant City Fl 33567	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PAVEMASTER ASPHALT PAVING, LLC	noah@pavemasterfl.com	813-671-7300	Milling Cleanup, seal coating, striping	Noah Stevens		83-0708817		9109 Symmes Rd Gibsonton FL 33534	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PAVEMASTER ASPHALT PAVING, LLC	noah@pavemasterfl.com	813-671-7300	Milling Cleanup, seal coating, striping	Noah Stevens		83-0708817		9109 Symmes Rd Gibsonton FL 33534	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PAVEMASTER ASPHALT PAVING, LLC	noah@pavemasterfl.com	813-671-7300	Milling Cleanup, seal coating, striping	Noah Stevens		83-0708817		9109 Symmes Rd Gibsonton FL 33534	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Pavement Maintenance, LLC	jward@pmioffortmyers.com; estimating@pmioffortmyers.com	239-334-6760	milling, paving, earthwork, demo, coon flatwork, curbing	Todd Weber, Joe Ward	No certs	45-4792573		1640 BENCHMARK AVE FT. MYERS, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Pavement Maintenance, LLC	jward@pmioffortmyers.com; estimating@pmioffortmyers.com	239-334-6760	milling, paving, earthwork, demo, coon flatwork, curbing	Todd Weber, Joe Ward	No certs	45-4792573		1640 BENCHMARK AVE FT. MYERS, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Pavement Maintenance, LLC	jward@pmioffortmyers.com; estimating@pmioffortmyers.com	239-334-6760	milling, paving, earthwork, demo, coon flatwork, curbing	Todd Weber, Joe Ward	No certs	45-4792573		1640 BENCHMARK AVE FT. MYERS, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Pavement Maintenance, LLC	jward@pmioffortmyers.com; estimating@pmioffortmyers.com	239-334-6760	milling, paving, earthwork, demo, coon flatwork, curbing	Todd Weber, Joe Ward	No certs	45-4792573		1640 BENCHMARK AVE FT. MYERS, FL 33905	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Pave-Rite, Inc.	jeff@paveriteflorida.com	352.621.1600	ARMI layer	Mike Delago		59-2992809		3411 W. CRIGGER CT. LECANTO, FL 33461	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Paveway Systems, Inc.	s.hope@pavewayssystems.com	813-235-8646	paving, Patterned Pavement	Scott Hope	FDOT for patterned pavement	27-4884505		114 Indian Lakes Ln Florahome, FL 32140	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PowerCore, Inc.	estimating@powercore.us; acarrillo@powercore.us	321-253-1402	signals, lighting, cathodic protection, overhead signs, struc, toll booth & gantrys, ITS	Thomas Goldie		59-3146076		5101 W. EAU GALLIE BLVD. MELBOURNE, FL 32934	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PowerCore, Inc.	estimating@powercore.us; acarrillo@powercore.us	321-253-1402	signals, lighting, cathodic protection, overhead signs, struc, toll booth & gantrys, ITS	Thomas Goldie		59-3146076		5101 W. EAU GALLIE BLVD. MELBOURNE, FL 32934	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Precision Approach, LLC	sgreen@precisionapproach.org	706.485.7201	airport electrical, navigational aids	Stacey Green		81-0650489		874 Harmony Rd. Eatonton, GA 31024	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Preferred Materials, Inc- Concrete	czampiceni@preferredmaterials.com	800-331-3375	concrete, readymix materials	Craig Zampiceni					4/13/2020 4/20/2020 Delivery/Read Receipts attached
PRO WAY PAVING SYSTEMS, LLC	ebnitz@prowaypaving.com	813-626-4444	grading/drainage/concrete	Eric Blitz		27-1417677		7001 Gibsonton Dr. Gibsonton, FL 33534	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PRO WAY PAVING SYSTEMS, LLC	ebnitz@prowaypaving.com	813-626-4444	grading/drainage/concrete	Eric Blitz		27-1417677		7001 Gibsonton Dr. Gibsonton, FL 33534	4/13/2020 4/20/2020 Delivery/Read Receipts attached
PRO WAY PAVING SYSTEMS, LLC	ebnitz@prowaypaving.com	813-626-4444	grading/drainage/concrete	Eric Blitz		27-1417677		7001 Gibsonton Dr. Gibsonton, FL 33534	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Professional Concrete Services, Inc	professional.concrete@yahoo.com	(727) 592-4964	Concrete and masonry	Tanjala Toles	DBE, SBE	72-1579077		2051 1ST AVENUE NORTH ST PETERSBURG, FL 33713	4/13/2020 4/20/2020 Delivery/Read Receipts attached
QGS Development	lwoody@qgsdevelopment.com;pprice @qgsdevelopment.com	813-634-3326	Under ground utilities			59-2233851		1450 S Park Rd. Plant City, FL 33566	4/13/2020 4/20/2020 Delivery/Read Receipts attached
QGS Development	lwoody@qgsdevelopment.com;pprice @qgsdevelopment.com	813-634-3326	Grading/Sodding/Storm Drain			59-2233851		1450 S Park Rd. Plant City, FL 33566	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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QGS Development	lwoody@ggsdevelopment.com; pprice@ggsdevelopment.com	813-634-3326	Grading/Sodding/Storm Drain			59-2233851		1450 S Park Rd, Plant City, FL 33566	4/13/2020 4/20/2020 Delivery/Read Receipts attached
QGS Development	lwoody@ggsdevelopment.com; pprice@ggsdevelopment.com	813-634-3326	Grading/Sodding/Storm Drain			59-2233851		1450 S Park Rd, Plant City, FL 33566	4/13/2020 4/20/2020 Delivery/Read Receipts attached
R.H. Moore & Associates, Inc.	mike@rhmooreassociates.com	813-988-0200	soil stabilization, erosion control systems and barriers	Mike Nester		59-2294960		7834 Depot Lane, Tampa, FL 33637	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Raulerson and Son, Inc.	ana@raulerson.co	813.988.3698	sodding, irrigation, landscape	Ana Angeles		59-1516048		10611 Raulerson Ranch Rd, Tampa, FL 33637	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Raulerson and Son, Inc.	ana@raulerson.co	813.988.3698	sodding, irrigation, landscape	Ana Angeles		59-1516048		10611 Raulerson Ranch Rd, Tampa, FL 33637	4/13/2020 4/20/2020 Delivery/Read Receipts attached
ROADSAFE TRAFFIC SYSTEMS, INC.	cmcgowan@roadsafetraffic.com	813-740-0468	mot, barricades	Cristal McGowan		26-1084418		1861 Massaro Blvd Tampa Fl 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Roadway Concepts	jay.arnold@roadwayconcepts.com	813.874.3600	Truncated Domes / Detectable warnings	Gideon Fox		45-4208710		5118 Le Toumeau Circle Tampa, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Sabrina's Trucking, LLC	Sabrinastrucking.smedley@gmail.com	813.629.7210	Hauling / trucking	Nate Johnson	SI, BE, St Pete DBE and Hillsborough Cnty WMBE and	20-4083765		607 Trixi Drive Seffner, FL 33584	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Safety Contractors, Inc.	info@safetycontractors.com; joel@safetycontractors.com; dawn@safetycontractors.com	904.355.6331	guard rails, handrails, signs		DBE	59-3062834	F	5307 WACISSA AVE JACKSONVILLE, FL 32254	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Safety Contractors, Inc.	info@safetycontractors.com; joel@safetycontractors.com; dawn@safetycontractors.com	904.355.6331	guard rails, handrails, signs		DBE	59-3062834	F	5307 WACISSA AVE JACKSONVILLE, FL 32254	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Safety Contractors, Inc.	info@safetycontractors.com; joel@safetycontractors.com; dawn@safetycontractors.com	904.355.6331	guard rails, handrails, signs		DBE	59-3062834	F	5307 WACISSA AVE JACKSONVILLE, FL 32254	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Seminole Precast Manufacturing, Inc.	LMason@seminoleprecast.com	386.668.7745	concrete precast	Lisa Mason		59-3759082		331 Benson Junction Road DeBary, FL 32713	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Seminole Precast Materials	ruth@seminoleprecast.com	386-668-7745	concrete temp barrier wall	Ruth		59-3759082		331 Benson Junction Rd, DeBary, FL 32713	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southeastern Seating, Inc.	mshanklin@sesincfl.com; afrazier@sesincfl.com	813-273-9858	guide rails, handrail	Missy Shanklin Office Manager		59-3640537		903 E 17TH AVENUE TAMPA, FL 33605	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southeastern Seating, Inc.	mshanklin@sesincfl.com; afrazier@sesincfl.com	813-273-9858	guide rails, handrail	Missy Shanklin Office Manager		59-3640537		903 E 17TH AVENUE TAMPA, FL 33605	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southeastern Site Development, Inc.	sesitedev@verizon.net	941.955.7483	utilities, storm, all site and base work, small paving	Scott Findlay Owner		65-0953570		7556 ARTEMUS CR SARASOTA, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southeastern Site Development, Inc.	sesitedev@verizon.net	941.955.7483	utilities, storm, all site and base work, small paving	Scott Findlay Owner		65-0953570		7556 ARTEMUS CR SARASOTA, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southeastern Site Development, Inc.	sesitedev@verizon.net	941.955.7483	utilities, storm, all site and base work, small paving	Scott Findlay Owner		65-0953570		7556 ARTEMUS CR SARASOTA, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
SOUTHERN LAND SERVICES OF SOUTHWEST FLORIDA, INC.	info@southernlandsv.com	813.949.0049	silt fence Grass Mowing	Kathy Bunkovsky		04-3781212		119 Whitaker Rd. Lutz Fl 33549	4/13/2020 4/20/2020 Delivery/Read Receipts attached
SOUTHERN LAND SERVICES OF SOUTHWEST FLORIDA, INC.	info@southernlandsv.com	813.949.0049	silt fence Grass Mowing	Kathy Bunkovsky		04-3781212		119 Whitaker Rd. Lutz Fl 33549	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southern Seal Technology, Inc.	satestimating@gmail.com; jamiobsst@yahoo.com	386-719-8980	concrete sawseal, clean/seal joints (shoulder, roadway, bridge)	James Blankenship	SBE	90-0731511		768 NW CLUBVIEW CIRCLE LAKE CITY, FL 32055	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southern Striping Solutions, LLC dba South Florida Milling	estimating@collierpave.com	(239) 591-5903	Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards	Roxanne Dubé		26-4688872		6089 James Lane Naples, FL 34109	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southern Striping Solutions, LLC dba South Florida Milling	estimating@collierpave.com	(239) 591-5903	Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards	Roxanne Dubé		26-4688872		6089 James Lane Naples, FL 34109	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Southern Striping Solutions, LLC dba South Florida Milling	estimating@collierpave.com	(239) 591-5903	Milling, Asphalt, Sealcoating, Striping, Car Stops and RPM, Signage, ADA Mats and Bollards	Roxanne Dubé		26-4688872		6089 James Lane Naples, FL 34109	4/13/2020 4/20/2020 Delivery/Read Receipts attached

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Southwest Aggregates	rockcrush@aol.com	239-567-1800	fill & aggregate materials	Jim Nicely / Howard					4/13/2020 4/20/2020 Delivery/Read Receipts attached
Spectrum Underground, Inc.	estimating@spectrumunderground.com	941.342.6708	Underground Utility, clearing, earthwork, demo, SW, storm, site conc work, stabilization, base work	Hondo Sunquist		65-0669771		1876-B Barber Rd. Suite 200 Sarasota, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Spectrum Underground, Inc.	estimating@spectrumunderground.com	941.342.6708	Underground Utility, clearing, earthwork, demo, SW, storm, site conc work, stabilization, base work	Hondo Sunquist		65-0669771		1876-B Barber Rd. Suite 200 Sarasota, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Spectrum Underground, Inc.	estimating@spectrumunderground.com	941.342.6708	Underground Utility, clearing, earthwork, demo, SW, storm, site conc work, stabilization, base work	Hondo Sunquist		65-0669771		1876-B Barber Rd. Suite 200 Sarasota, FL 34240	4/13/2020 4/20/2020 Delivery/Read Receipts attached
STERLING SILVER SCAPE & SOD, INC.	estimating@sterlingsilverlandscaping.com	407.846.3225	sodding, landscape	Sterling Blake		59-3171150		2201 PARTIN SETTLEMENT ROAD KISSIMMEE, FL 34744	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Suncoast Paving, Inc.	estimating@suncoastpaving.com	727.938.2411	paving,	Bill Camm/ Joe Martin		59-1310833		800 ANCLOTE ROAD TARPON SPGS., FL 34689	4/13/2020 4/20/2020 Delivery/Read Receipts attached
SUPERIOR ROADWAY SERVICES LLC	srsgene@cfl.rr.com	407-654-6407	Milling & milling cleanup	George Smith New Contact 12.3.19 PH: 407-473-4599		45-4729817		531 OCOEE APOPKA ROAD OCOEE FLORIDA 34761	4/13/2020 4/20/2020 Delivery/Read Receipts attached
SUPERIOR ROADWAY SERVICES LLC	srsgene@cfl.rr.com	407-654-6407	Milling & milling cleanup	George Smith New Contact 12.3.19 PH: 407-473-4599		45-4729817		531 OCOEE APOPKA ROAD OCOEE FLORIDA 34761	4/13/2020 4/20/2020 Delivery/Read Receipts attached
T. Disney Trucking & Grading, Inc.	stephen.disney@disneytrucking.com	239-567-1111	Hauling / trucking	Stephen Disney		20-0729606		6324 US HWY 301 S RIVERVIEW, FL 33578	4/13/2020 4/20/2020 Delivery/Read Receipts attached
The Miller Group	John.safran@millergroup.ca; Felix.polanco@millergroup.ca	770-968-9100	milling (mini-planters to full lane mills), micro-milling, reclaimers and cement spreaders for reclamation work	Joe Vail				1715 Nolan Court Morrow, Georgia 30260	4/13/2020 4/20/2020 Delivery/Read Receipts attached
The Miller Group	John.safran@millergroup.ca; Felix.polanco@millergroup.ca	770-968-9100	milling (mini-planters to full lane mills), micro-milling, reclaimers and cement spreaders for reclamation work	Joe Vail				1715 Nolan Court Morrow, Georgia 30260	4/13/2020 4/20/2020 Delivery/Read Receipts attached
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.	dotestimating@fe-inc.com; Steven.Sheffield@Fe-Inc.com	407.331.1551	signals, lighting, signing (overhead cantilever and truss), ITS	Steven Sheffield	DOT	20-2950491		291 Specialty Point, Sanford, FL 32771	4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
 Subcontractor Invitation List

Vendor Name	Email Address	Phone	SCOPES of Work	Contact	Certifications:	FEID	Type of Ownership (F=Female M= Male) BF BN= African Am HF HM=Hispanic Am AF AM= Asian Am NF NM= Native Am CF CM= Caucasian	Address	Invites sent
Thompkins Contracting, Inc.	jason@thompkinscontracting.com	239-303-0648	Grading/Drainage/Concrete	John Faman Estimator, Jason Powers Estimator Cell 239-209-7399 ,Marty Thompkins Owner		59-2337348		3507 Lee Blvd Ste 212 Lehigh Acres, FL 33971 Mailing: PO Box 546 Lehigh Acres FL 33970	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Thompkins Contracting, Inc.	jason@thompkinscontracting.com	239-303-0648	Grading/Drainage/Concrete	John Faman Estimator, Jason Powers Estimator Cell 239-209-7399 ,Marty Thompkins Owner		59-2337348		3507 Lee Blvd Ste 212 Lehigh Acres, FL 33971 Mailing: PO Box 546 Lehigh Acres FL 33970	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Thompkins Contracting, Inc.	jason@thompkinscontracting.com	239-303-0648	Grading/Drainage/Concrete	John Faman Estimator, Jason Powers Estimator Cell 239-209-7399 ,Marty Thompkins Owner		59-2337348		3507 Lee Blvd Ste 212 Lehigh Acres, FL 33971 Mailing: PO Box 546 Lehigh Acres FL 33970	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Tierra, Inc.	jgibbs@tierraeng.com	407-877-1354	QC Soil Testing,	Jeff Begovich, P.E. (Principal)		59-3154723		591 Susan B. Britt Court Winter Garden, Florida 34787	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Tincher Concrete Construction, Inc.	hunter@tincherconcrete.com	239-267-7766	site work concrete (sidewalk, curbing, CIP wall, drainage CIP,	Hunter Laud and Chad Morgan Estimators		59-2570133		16900 Gator Rd. Fort Myers, FL 33912	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Devices, Inc.	r.rebert@tcd-usa.com	407.869.5300	signalization, roadway signs, overhead struc, roadway lighting, ITS	Rob Rebert		59-1858994		242 N WESTMONTE DRIVE ALTIMONTE SPRINGS, FL 32714	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Devices, Inc.	r.rebert@tcd-usa.com	407.869.5300	signalization, roadway signs, overhead struc, roadway lighting, ITS	Rob Rebert		59-1858994		242 N WESTMONTE DRIVE ALTIMONTE SPRINGS, FL 32714	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Products of Florida Tampa office	estimate@trafficcontrolproducts.org	813.621.8484	striping, signs, MOT, HR, mailboxes, barrier wall and signals	Jessica Solomon	WFL for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and	59-2582822		5514 CARMACK ROAD TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Products of Florida Tampa office	estimate@trafficcontrolproducts.org	813.621.8484	striping, signs, MOT, HR, mailboxes, barrier wall and signals	Jessica Solomon	WFL for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and	59-2582822		5514 CARMACK ROAD TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Traffic Control Products of Florida Tampa office	estimate@trafficcontrolproducts.org	813.621.8484	striping, signs, MOT, HR, mailboxes, barrier wall and signals	Jessica Solomon	WFL for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and	59-2582822		5514 CARMACK ROAD TAMPA, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Triple J Grassing, LLC	JRivas@TripleJInc.com	239-337-2177	sodding, hydroseeding, seed and mulch	Julio Rivas		65-1059043		2360 PRINCE STREET FORT MYERS, FL 33916	4/13/2020 4/20/2020 Delivery/Read Receipts attached
TRP Construction Group	mcrampton@trafficsolutionsfl.com; buck@sprmi.net	321.905.3344	striping,	Buck Adams					4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
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TRUE LINE CORING & CUTTING OF TAMPA, INC.	ben@truelinemail.com	813.885.4401	concrete sawing, core	Ben Hahn		59-3098370		3919 W. SOUTH AVE TAMPA, FL 33614	4/13/2020 4/20/2020 Delivery/Read Receipts attached
TTCS, INC.	cbabas@ttcsengineering.com	813-871-2000	QC Soil, earth work inspec, conc inspec, asphalt inspec, vibration and settlement monit (testing)	Chris Babas	HM	46-1844430		1212 N 39TH STREET, SUITE 400 TAMPA, FL 33605	4/13/2020 4/20/2020 Delivery/Read Receipts attached
TURTLE SOUTHEAST, LLC	Estimating@turtlese.com	727.518.0962	milling, clearing and grubbing (asphalt removal).	Ryan Lee		82-5457366		1875 12TH ST SE LARGO, FL 33771	4/13/2020 4/20/2020 Delivery/Read Receipts attached
United Signs and Signals Inc.	estimator@ussfl.com	352.742.1904	signals, signage, lighting, ITS	Michael Meit		59-3350649		28248 CR 561 TAVARES, FL 32778	4/13/2020 4/20/2020 Delivery/Read Receipts attached
United Signs and Signals Inc.	estimator@ussff.com	352.742.1904	signals, signage, lighting, ITS	Michael Meit		59-3350649		28248 CR 561 TAVARES, FL 32778	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Universal Engineering Sciences, Inc.	duman@universalsengineering.com	239-995-1997	QC Soil Testing,	David Uman		59-1117804			4/13/2020 4/20/2020 Delivery/Read Receipts attached
Universal Engineering Sciences, Inc.	rebner@universalsengineering.com	813.740.8506	QC Soil Testing,	Rachel Ebner		59-1117804		9802 Palm River Rd. Tampa, FL 33619	4/13/2020 4/20/2020 Delivery/Read Receipts attached
USA Fence Company	usafence@yahoo.com	941-756-8727	fence,	Rich Gross		59-1702108		1209 44TH AVE. EAST BRADENTON, FL 34203	4/13/2020 4/20/2020 Delivery/Read Receipts attached
V & H Construction, Inc.	vhinfo@vhconstruction.net	239.989.7633	Drainage, grading, grassing, seeding/sodding, sidewalk	Rade Vujaklija		47-4451572		6385 Presidential Ct. Ste 202 Fort Myers, FL 33919	4/13/2020 4/20/2020 Delivery/Read Receipts attached
V & H Construction, Inc.	vhinfo@vhconstruction.net	239.989.7633	Drainage, grading, grassing, seeding/sodding, sidewalk	Rade Vujaklija		47-4451572		6385 Presidential Ct. Ste 202 Fort Myers, FL 33919	4/13/2020 4/20/2020 Delivery/Read Receipts attached
V & H Construction, Inc.	vhinfo@vhconstruction.net	239.989.7633	Drainage, grading, grassing, seeding/sodding, sidewalk	Rade Vujaklija		47-4451572		6385 Presidential Ct. Ste 202 Fort Myers, FL 33919	4/13/2020 4/20/2020 Delivery/Read Receipts attached
VacVision, A Vortex Company	benroese@vac-vision.com; Bgerber@vortexcompanies.com	813.626.0700	Deslting, Pipe Liner & Chemical Grout pipes, CCCP, manhole rehab, pipe inspec, clean storm & sewer gravity	Ben Roese VP, Brandon Gerber estimator				10200 US Hwy 92 E., Tampa FL, 3610	4/13/2020 4/20/2020 Delivery/Read Receipts attached

RFB# 20-34 MMW Rehabilitation of Taxiways A, F G2
 Southwest FL International Airport Fort Myers FL
 Lee County Port Authority DUE 4/30/20
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VacVision, A Vortex Company	benroese@vac-vision.com; Bgerber@vortexcompanies.com	813.626.0700	Desilting, Pipe Limer & Chemical Grout pipes, CCCP, manhole rehab, pipe inspect, clean storm & sewer gravity	Ben Roese VP, Brandon Gerber estimator				10200 US Hwy 92, E., Tampa FL, 3610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
West Florida Fence	robert@westfloridafence.com	813-251-5883	fence and gate, temp construct fence and gate, electric oper gates, security access control	Robert Lastra			CM	5601 N 56th St, Tampa, FL 33610	4/13/2020 4/20/2020 Delivery/Read Receipts attached
Wyatt Construction and Boring, Inc.	wyattconst@gmail.com	352.840.0801	frenchless directional boring	Jason Riggs	None	82-9655969		4269 N.W. 44th Avenue Ste. B Ocala, FL 34482	4/13/2020 4/20/2020 Delivery/Read Receipts attached
CCR		941-756-0977							4/13/2020 4/20/2020 Delivery/Read Receipts attached
Bay Mulch	baymulch@gmail.com	813-899-1240							4/13/2020 4/20/2020 Delivery/Read Receipts attached
CSA environmental	CSAlandclearing@aol.com	239-543-8210							4/13/2020 4/20/2020 Delivery/Read Receipts attached

INVITATION TO BID

Date: April 13, 2020

From: Jacob Unger Office: 813-901-4771
Cell: 941-302-6371

Project: **RFB# 20-34-MMW Rehabilitation of Taxiways A, F, & G2 Southwest
FL International Airport Fort Myers, FL**

Bids: **4/30/2020**

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#/main>
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

A partial listing of the job scope includes:

- Maintenance of Traffic
- Milling-Milling Cleanup
- Hauling
- Grout injection pipe installation
- Subsurface pressure grouting
- Survey
- Electrical lighting/ITS
- Thermo
- Grading-subgrade/Limerock
- Crack sealing
- Sod
- Excavation

We request bids be submitted by: 4/24/20 prior to NOON

Please advise ASAP of your intent to send us a quote via email to
jacob.unger@preferredmaterials.com

In addition for future Invitations to Bid, please notify us of your current email address.

Please do not hesitate to contact Jacob Unger (jacob.unger@preferredmaterials.com) should you have any further questions. Thank you!

Safety First *Always*

ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

HS Hibbard, Susan (Preferred Materials)

To: Ungeri, Jacob (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)

Bcc: denise@veophoto.com; rabeil@cmehibbard.com; dhenfield@cmehibbard.com; fred@tdtst.com; jimmy@cmehibbard.com; dhenfield@cmehibbard.com; martin@denielfox.com; kash@sigon.com; james@bygreenland.net; dhussey@kkrinc.com; brian@bheerentprises.com; glopets@blsarthundeground.com; glopets@blsarthundeground.com; dmccarty@infotrust.com; americaninlinemail.com; martin@englightenliving.com; David.Feig@AAITFL.com; bheerentprises.com; sales@bheerentprises.com; sales@bheerentprises.com; terry@cedaly.com; bcdwyconstruction@yahoo.com; blactdipmail@yahoo.com; villy@blactip.us; jimmy@bhsde-contracting.com; blactdipmail@yahoo.com; bheerentprises.com; sales@bheerentprises.com; sales@bheerentprises.com; jebber@bbsbhbard.com; mic@bbsbhbard.com; srgorge@drf.com; estimating@bursyconstruction.com; ssantam@cdfionda.com; garyma@cdfionda.com; ssantam@cdfionda.com; garyma@cdfionda.com; daren@civiliteconstructors.com;

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ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx 90 KB

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.
Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.I. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A, F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with ins/her submission of a quote.

<http://ftp.cdnra.com/ThinClient/MTM/public/#main>
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Password: preferred
Folder: 4APRIL-2020

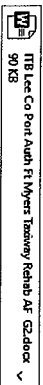
Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
A Court Square
5701 E Hillsborough Avenue, Suite 1122
Tampa, Florida 33610
O +1 (813) 912 5740
D +1 (813) 901 4783
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com
www.preferredmaterials.com

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Mon 4/13/2020 7:52 AM

ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

HS
Hibbard, Susan (Preferred Materials)
To: Unger, Jacob (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)

Bcc: randyandococo@farm@gmail.com; estimating@edstate.com; csnw@resourcecorp.com; lyn@comestonshartride.com; jessica@countycontractingllc.com; dhnock@crashvelocitydesigns.com; infernaledj@me.net; sean@e-squareedge.com; parable@driveway.com; kccoulthart@rackandrieco.com; jama@federalcontractcompany.com; estimating@hccconstruction.com; admin@hydropseed.com; Florida@federalcontractcompany.com; Estimating@federalcontractcompany.com; nwright@gerco.com; nstanley@gsalico.com; Estimating@fordstarkeycontractors.com; Estimating@harriscontractors.com; russell@hyattcurry.com; dpaech@mpactsurveying.com; dsve@hboot.com; estimating@lamco.org; jim@shavanderelectric.com; mja@etcoastsurveyors.com; Manson@easod.net; vrs@easod.net; zion@et-ll.com; mng@et-ll.com; sherman@hccconstructionllc.com; [This is the most recent version, but you made changes to another copy. Click here to see the other versions.](#)



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<http://ho.citna.com/ThinClient/MTM/public/#main>
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Susan Hibbard
ContractEstimating Assistant

Preferred Materials, Inc.
4101 E. Fowler Ave.
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com


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Reply Reply All Forward
Mon 4/13/2020 7:02 A



ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

HS Hibbard, Susan (Preferred Materials)
To: Unger, Jacob (Preferred Materials)

CC: Hibbard, Susan (Preferred Materials)

See: lucasof@qgddevelopment.com; price@qgddevelopment.com; ana@raulson-co; oncgowan@okastertaffic.com; info@safetycontractors.com; joey@safetycontractors.com; danwe@safetycontractors.com; sethede@verzon.net; atstetmefng@gmail.com; jamilabst@yahoo.com; estimating@collapave.com; wjw@collapave.com; estimate@jtrf.com; jtrf@jtrf.com; ssgre@dlr.com; jay@jtrf.com; jim.salinas@millgroup.ca; rick.pollock@millgroup.ca; jason@hompsoncontracting.com; gibbs@tereng.com; rickert@cd-usa.com; rickert@cd-usa.com; estimate@jtrf.com; products@sehrne@officecompilts.com; wyrtcon.com; wyrtcon@gmail.com; bgrtbr@vortecompilts.com; bud@spinn.net; Estimating@vortec.com; dunn@universalengineering.com; reiner@universalengineering.com; berrose@ac-vision.com; bgrtbr@vorteccompilts.com; berrose@ac-vision.com; 

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



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Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
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F +1 (813) 654 8526
E susan.hibbard@preferredmaterials.com
www.preferredmaterials.com

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Mon 4/13/2020 7:02 AM

Hibbard, Susan (Preferred Materials)

From: administrator@flhydroseed.com
Sent: Monday, April 13, 2020 7:00 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: Mail Delivery System <Mailer-Daemon@mx14.antispamcloud.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivery Status Notification
Attachments: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@TripleJInc.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORGFT2138923.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@resourcerecovery.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@mackenzieco.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@msbservicesllc.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@completedevelopment.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@cdeflorida.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@cdeflorida.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@SafetyContractors.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@EHCINCWEB.COM
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@floridasafetycontractors.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORG599318.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@lavanderaelectric.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@leosod.net
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@EHCINCWEB.COM
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORGFT3449180.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORG3914999.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@c-squaredcgc.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@aatcfl.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@highwaysafetydevices.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORGFT4143115.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@Aegion.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: [EXTERNAL]ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: [EXTERNAL]ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORG463613.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@SafetyContractors.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@turtlese.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@leosod.net
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@SafetyContractors.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORGFT4769752.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: administrator@flhydroseed.com
Sent: Monday, April 13, 2020 7:00 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@mckenziecontractingllc.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@NETORGFT3985934.onmicrosoft.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@bradanna.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@leosod.net
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@frederickderrcompany.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@collierpave.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@collierpave.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: postmaster@gosaliaco.com
Sent: Monday, April 13, 2020 7:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: Microsoft Outlook
To: Unger, Jacob (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
Subject: Delivered: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message has been delivered to the following recipients:

[Unger, Jacob \(Preferred Materials\) \(Jacob.Unger@preferredmaterials.com\)](mailto:Jacob.Unger@preferredmaterials.com)

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW



ITB Lee County
Port Authority ...

Hibbard, Susan (Preferred Materials)

From: Stephan M. Starnes <sstarnes@ehcconstruction.com>
Sent: Monday, April 20, 2020 9:03 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Melissa Wendel <mmwendel@flylcpa.com>
Sent: Tuesday, April 14, 2020 8:48 AM
To: Hibbard, Susan (Preferred Materials)
Subject: Read: RE: [EXT] Re: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport
Attachments: Read: RE: [EXT] Re: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport

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Hibbard, Susan (Preferred Materials)

From: BCS Estimating <estimating@busseyconstruction.com>
Sent: Tuesday, April 14, 2020 7:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Julio Rivas <JRivas@TripleJInc.com>
Sent: Monday, April 13, 2020 10:33 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Alex DeMarco <alex@collierpave.com>
Sent: Monday, April 13, 2020 10:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Alex DeMarco <alex@collierpave.com>
Sent: Monday, April 13, 2020 10:02 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Birch Mangus <bmangus@allsouthunderground.com>
Sent: Monday, April 13, 2020 9:46 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Anne Lomski <alomski@let-fl.com>
Sent: Monday, April 13, 2020 9:31 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Jessica- Estimate <Estimate@trafficcontrolproducts.org>
Sent: Monday, April 13, 2020 9:13 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: GCE Estimating <estimating@gceservicesinc.com>
Sent: Monday, April 13, 2020 9:10 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Sherry Schatz <sherry@leosod.net>
Sent: Monday, April 13, 2020 9:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Kelly Camm <Kelly@millnclean.com>
Sent: Monday, April 13, 2020 8:58 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Dave Miller <operations@millingcleanup.com>
Sent: Monday, April 13, 2020 9:00 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Dave Miller <operations@millingcleanup.com>
Sent: Monday, April 13, 2020 9:00 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Tony Hamilton <tonyh@ehcconstruction.com>
Sent: Monday, April 13, 2020 8:54 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: David Uman <duman@universalengineering.com>
Sent: Monday, April 13, 2020 8:55 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Larry Woody <lwoody@qgsdevelopment.com>
Sent: Monday, April 13, 2020 8:52 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@collierpave.com>
Sent: Monday, April 13, 2020 8:40 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Brandon Gerber <Bgerber@vortexcompanies.com>
Sent: Monday, April 13, 2020 8:35 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: [EXTERNAL] ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: [EXTERNAL] ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Dale Bussey <dbussey@akcainc.com>
Sent: Monday, April 13, 2020 8:28 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 13, 2020 8:19 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Ryan Lee <r.lee@turtlese.com>
Sent: Monday, April 13, 2020 8:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Alben Santana <asantana@cdeflorida.com>
Sent: Monday, April 13, 2020 8:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Mindy McGinnis <m.mcginnis@turtlese.com>
Sent: Monday, April 13, 2020 7:58 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: John DeMartino <jdemartino@ejbreneman.com>
Sent: Monday, April 13, 2020 7:56 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: blade@blade-contracting.com
Sent: Monday, April 13, 2020 7:53 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Rachel Ebner <rebner@universalengineering.com>
Sent: Monday, April 13, 2020 7:51 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Allen Gill <A.Gill@turtlese.com>
Sent: Monday, April 13, 2020 7:49 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: John Simms <JSimms@acmebarricades.com>
Sent: Monday, April 13, 2020 7:34 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Joe Ward <jward@pmioffortmyers.com>
Sent: Monday, April 13, 2020 7:31 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Joshua Parker <J.Parker@turtlese.com>
Sent: Monday, April 13, 2020 7:30 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Ben Roese <benroese@vortexcompanies.com>
Sent: Monday, April 13, 2020 7:30 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Unger, Jacob (Preferred Materials)
To: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:26 AM
Subject: Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message

To: Unger, Jacob (Preferred Materials)
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 13, 2020 7:01:42 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 13, 2020 7:30:16 AM (UTC-05:00) Eastern Time (US & Canada).

Hibbard, Susan (Preferred Materials)

From: Charles Clough <Charles.Clough@mckenziecontractingllc.com>
Sent: Monday, April 13, 2020 7:18 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Sean D'Agostino <seand@c-squaredcgc.com>
Sent: Monday, April 13, 2020 7:17 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mike Stanley <mstanley@gosaliaco.com>
Sent: Monday, April 13, 2020 7:16 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: terry@beutility.com
Sent: Monday, April 13, 2020 7:11 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Gator Carter <gator@frederickderrcompany.com>
Sent: Monday, April 13, 2020 7:13 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Brian Bortell <bbortell@mill-it.com>
Sent: Monday, April 13, 2020 7:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Melissa Wendel <mmwendel@flylcpa.com>
Sent: Friday, April 10, 2020 5:06 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport
Attachments: [EXT] Read: RFB 20-34MMW Rehab of Taxiways A, F, & G2 SW Florida International Airport

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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@cdisite.com>
Sent: Wednesday, April 15, 2020 12:49 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hi

Thank you for the opportunity, however, at this time we are unable to bid on this project.

We appreciate your consideration, and look forward to working with you in the future.

Thank You

Ross

Estimating Coordinator
estimating@cdisite.com
Complete Development, Inc
PO BOX 450
Thonotosassa, FL 33592
(813) 986-2901
www.completedevelopment.com

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for

review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#/main>
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: BCS Estimating <estimating@busseyconstruction.com>
Sent: Tuesday, April 14, 2020 7:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

No Bid

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: JT <jt@backbayconstruction.com>
Sent: Monday, April 13, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials); Unger, Jacob (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx

Good Afternoon,

Thank you for sending this over to us, however we will not be bidding on this project.

But please keep us in mind for future projects in our region.

Once again, thank you and have a great day!

JT Tozzolina

Cell: 239-207-1524

Office: 239-226-1310

12960 Commerce Lakes Dr. Suite 12
Fort Myers, Florida
33913



From: Hibbard, Susan (Preferred Materials) <susan.hibbard@preferredmaterials.com>
To: Unger, Jacob (Preferred Materials) <jacob.unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <susan.hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020, 07:01:49 AM EDT
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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Susan Hibbard

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D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: SST Estimating <sstestimating@gmail.com>
Sent: Monday, April 13, 2020 2:03 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Re: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Susan,

Thank you for the ITB but we will not be bidding on this project at this time.

**** Please do not send any emails to southernsealtech@yahoo.com. We no longer use this email address. ****

Thank You,
SST Estimating Team
SBE Certified
386-719-8980 (P)
386-758-1894 (F)



Virus-free. www.avg.com

On Mon, Apr 13, 2020 at 7:01 AM Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com> wrote:

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

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Hibbard, Susan (Preferred Materials)

From: Crystal McGowan <cmcgowan@roadsafetraffic.com>
Sent: Tuesday, April 14, 2020 12:41 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Not read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Not read: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Unger, Jacob (Preferred Materials)
Sent: Monday, April 13, 2020 12:38 PM
To: Hibbard, Susan (Preferred Materials); James Tilli
Subject: RE: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: SKM_C36820040208490.pdf

Afternoon James, They are referring to it as grout injection pipe installation, not sure if this will fall in your line of work or not. Attached is a list of the pay items for the project as well. Please let us know if you have any additional questions.

ITEM NO.	TECH. SPEC.	ITEM DESCRIPTION	Miller's Category Abbrev			
			UNIT	ESTIMATE QUANTITY	UNIT PRICE	TOTAL PRICE
100	100	INSTALLATION OF CONCRETE CURB	LS	100	100	100
101	101	INSTALLATION OF CONCRETE CURB	LS	100	100	100
102	102	INSTALLATION OF CONCRETE CURB	LS	100	100	100
103	103	INSTALLATION OF CONCRETE CURB	LS	100	100	100
104	104	INSTALLATION OF CONCRETE CURB	LS	100	100	100
105	105	INSTALLATION OF CONCRETE CURB	LS	100	100	100
106	106	INSTALLATION OF CONCRETE CURB	LS	100	100	100
107	107	INSTALLATION OF CONCRETE CURB	LS	100	100	100
108	108	INSTALLATION OF CONCRETE CURB	LS	100	100	100
109	109	INSTALLATION OF CONCRETE CURB	LS	100	100	100
110	110	INSTALLATION OF CONCRETE CURB	LS	100	100	100

Thanks,

Jacob Unger
 Estimating Manager
 Southwest FL Region
 Asphalt Division

Preferred Materials, Inc.
 A CRH COMPANY
 5701 E. Hillsborough Avenue, Suite 1122
 Tampa, Florida 33610

C +1 (941) 302-6371
 O +1 (813) 612 5740
 D +1 (813) 901 4771
 F +1 (813) 664 8526
 E jacob.unger@preferredmaterials.co

www.preferredmaterials.com

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 9:03 AM
To: James Tilli <JamesT@Lanzo.org>
Cc: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Subject: RE: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

I have copied in the estimator, Jacob Unger, for a response to your question.
 Thank you

Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

From: James Tilli <JamesT@Lanzo.org>

Sent: Monday, April 13, 2020 8:18 AM

To: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>

Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Good Morning Susan,

Please advise if cured in place pipe rehabilitation is a part of this project?

Best Regards,

James Tilli

Chief Estimator

Lanzo Corporation

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>

Sent: Monday, April 13, 2020 7:02 AM

To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>

Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Susan Hibbard

Contracts/Estimating Assistant

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Hibbard, Susan (Preferred Materials)

From: Brandon Gerber <Bgerber@vortexcompanies.com>
Sent: Monday, April 13, 2020 12:36 PM
To: Hibbard, Susan (Preferred Materials); Unger, Jacob (Preferred Materials)
Cc: Justin James; Ben Roese; Catherine Corrigan; Bhaumi Chaurasia; Brent Lummus; Yamileth Martinez
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Bid Items FL Fort Myers Taxiways A, F, G.pdf

Susan

Thank you for reaching out to us on this project.

I reviewed the bid items and the only thing that we saw was the two grouting items below. We forwarded it to Justin at Basic Engineering (and cc'd him on this email) Justin, see below.

I am sure he would be happy to provide you with pricing.

Thanks!

ITEM NO.	TECH. SPEC.	ITEM DESCRIPTION
1 **	M-107-1	GROUT INJECTION PIPE INSTALLATION
2 **	M-107-2	SUBSURFACE PRESSURE GROUTING

Brandon Gerber | Chief Estimator
Vortex Services | M 813.326.8928

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: [EXTERNAL] ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard

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Preferred Materials, Inc.

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Tampa, Florida 33610

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E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: Jessica- Estimate <Estimate@trafficcontrolproducts.org>
Sent: Monday, April 13, 2020 9:13 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Good Morning ,

I have received your request for a quote and once prepared, we will send it to you. Should you have any addendums for this project or any future ITB's , please be sure to forward them to estimate@trafficcontrolproducts.org.

Thank you very much for reaching out to Traffic Control Products for your project needs. We are honored to have the opportunity to provide a quote to you!

Jessica Solomon

Traffic Control Products of Florida, Inc.
5514 Carmack Road, Tampa, Florida 33610
813-621-8484 (x119) Fax: 813-621-4611
estimate@trafficcontrolproducts.org

TCP is a WBE for the city of Tampa and DBE for FDOT in Concrete Barrier Wall and Highway Signing.

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

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Tampa, Florida 33610

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F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 9:03 AM
To: James Tilli
Cc: Unger, Jacob (Preferred Materials)
Subject: RE: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

I have copied in the estimator, Jacob Unger, for a response to your question.
Thank you

Susan Hibbard
Contracts/Estimating Assistant

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From: James Tilli <JamesT@Lanzo.org>
Sent: Monday, April 13, 2020 8:18 AM
To: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Good Morning Susan,
Please advise if cured in place pipe rehabilitation is a part of this project?
Best Regards,

James Tilli
Chief Estimator
Lanzo Corporation

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
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To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard

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Tampa, Florida 33610

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Hibbard, Susan (Preferred Materials)

From: James Tilli <JamesT@Lanzo.org>
Sent: Monday, April 13, 2020 8:18 AM
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Best Regards,

James Tilli
Chief Estimator
Lanzo Corporation

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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INVITATION TO BID

Date: April 20, 2020

From: Jacob Unger Office: 813-901-4771
Cell: 941-302-6371

Project: RFB# 20-34-MMW Rehabilitation of Taxiways A, F, & G2 Southwest
FL International Airport Fort Myers, FL

Bids: 4/30/2020

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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A partial listing of the job scope includes:

- Maintenance of Traffic
- Milling-Milling Cleanup
- Hauling
- Grout injection pipe installation
- Subsurface pressure grouting
- Survey
- Electrical lighting/ITS
- Thermo
- Grading-subgrade/Limerock
- Crack sealing
- Sod
- Excavation

We request bids be submitted by: 4/24/20 prior to NOON

Please advise ASAP of your intent to send us a quote via email to
jacob.unger@preferredmaterials.com

In addition for future Invitations to Bid, please notify us of your current email address.

Please do not hesitate to contact Jacob Unger (jacob.unger@preferredmaterials.com) should you have any further questions. Thank you!

Safety First *Always*

Hibbard, Susan (Preferred Materials)

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: FW: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx
Importance: High

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience.

Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Susan Hibbard
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E susan.hibbard@preferredmaterials.com

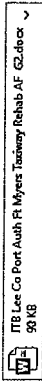
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2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hibbard, Susan (Preferred Materials)
To: Unger, Jacob (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)

Re: [Contract Estimating](#)
From: [Susan Hibbard](#)
Date: [Monday, April 13, 2020 7:02 AM](#)
Subject: [ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW](#)

Reply
Reply All
Forward
Mon 4/13/2020 2:56 PM



ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx
98 KB

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience. Thank you for your prompt attention to this request. Respectfully,

Susan Hibbard
Contract Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <jacob.unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Susan Hibbard
Contract Estimating Assistant
Preferred Materials, Inc.
A CRP COMPANY
5701 E. Hibbsborough Avenue, Suite 1122
Tampa, Florida 33610
O -1 (813) 612 5740
D -1 (813) 901 4753

2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hibbard, Susan (Preferred Materials)

To: Unger, Jacob (Preferred Materials)

Cc: Hibbard, Susan (Preferred Materials)

Re: Palmetto Airfield Taxiway Rehabilitation

Hi Jacob,

I have reviewed the information provided and we are currently reviewing the information provided.

We will be in touch with you again once we have a final decision.

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard

Contract Estimating Assistant

Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)

Sent: Monday, April 13, 2020 7:02 AM

To: Unger, Jacob (Preferred Materials)

Cc: Hibbard, Susan (Preferred Materials)

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Cleaning & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A, F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.cma.com/ThinClient/WTM/public/#main>

Username: lanpaes@preferredmaterials.com

Password: preferred

Folder: 4-APRIL-2020

Susan Hibbard

Contract Estimating Assistant

Preferred Materials, Inc.

10001 CHAMPANY

5701 E. CHAMPANY AVENUE, SUITE 1122

TAMPA, FLORIDA 33610

O 1 (813) 612 5740

P 1 (813) 964 4783

Reply All

Forward

Mon 4/20/2020 2:56 PM

Reply

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ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx

This message was sent with High Importance.

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ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx

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2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hibbard, Susan (Preferred Materials)
To: Unger, Jacob (Preferred Materials)
Cc: Hibbard, Susan (Preferred Materials)

re: 4/24/2020 2:25 PM
...
Reply All
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Forward
Mon 4/27/2020 2:25 PM
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ITB Lee Co Port Auth Ft Myers Taxiway Rehab A,F, G2.docx 90 KB

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience. Thank you for your prompt attention to this request. Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <jacob.unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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http://ftp.chma.com/ThinClient/MTM/public/#/main
Username: tampaesimainf@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hissborough Avenue, Suite 1122
Tampa, Florida 33610
O-1 (813) 612 5740
D-1 (813) 991 6753

Hibbard, Susan (Preferred Materials)

From: Jon S. Johnston <jjohnston@ehcconstruction.com>
Sent: Monday, April 20, 2020 3:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Dustin Martin <dmartin@angleright.net>
Sent: Monday, April 20, 2020 3:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Joshua Parker <J.Parker@turtlese.com>
Sent: Monday, April 20, 2020 3:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Stephen Disney <stephen.disney@disneytrucking.com>
Sent: Monday, April 20, 2020 3:04 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: [External] 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: [External] 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: FL Hydro Admin <admin@flhydroseed.com>
Sent: Monday, April 20, 2020 2:52 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ryan Lee <r.lee@turtlese.com>
Sent: Monday, April 20, 2020 2:52 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Jay Azzarelli <jay@azzpsd.com>
Sent: Monday, April 20, 2020 2:47 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Bob Mulroy <BMulroy@bigtreeinc.com>
Sent: Monday, April 20, 2020 2:46 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Nick Curcio <Nick@bradanna.com>
Sent: Monday, April 20, 2020 2:45 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Chris Louis <chris@elitefencelol.com>
Sent: Monday, April 20, 2020 2:39 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Zampiceni, Craig A (Preferred Materials)
To: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 20, 2020 2:34 PM
Subject: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message

To: Zampiceni, Craig A (Preferred Materials)
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:34:06 PM (UTC-05:00) Eastern Time (US & Canada).

Hibbard, Susan (Preferred Materials)

From: Zampiceni, Craig A (Preferred Materials)
To: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 20, 2020 2:34 PM
Subject: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message

To: Zampiceni, Craig A (Preferred Materials)
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:34:06 PM (UTC-05:00) Eastern Time (US & Canada).

Hibbard, Susan (Preferred Materials)

From: Austin West <Austin@CFLTransport.net>
Sent: Monday, April 20, 2020 2:34 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Austin West <Austin@CFLTransport.net>
Sent: Monday, April 20, 2020 2:34 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Debra Walker <debra@ongradecontracting.com>
Sent: Monday, April 20, 2020 2:32 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hello,
I will be bidding on the Mob, C&G, Excavation, Embankment , Subbase and Base. I will send to you when ready.
Thank you.

Thank You.

Debra A Walker, President
ONGRADE CONTRACTING, INC.
DBE/EEO company
12409 SW Sheri Ave. Unit 101
Lake Suzy, FL 34269
Office- 941-766-6191
Cell:941-628-3413

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 20, 2020 2:06 PM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com
Thank you for your prompt attention to this request.
Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#!/main>
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

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To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Thank you.

Thank You.

Debra A Walker, President
ONGRADE CONTRACTING, INC.
DBE/EEO company
12409 SW Sheri Ave. Unit 101
Lake Suzy, Fl 34269
Office- 941-766-6191
Cell:941-628-3413

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 20, 2020 2:06 PM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
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Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

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Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: Mark Bayer <mbayer@bayerunited.com>
Sent: Monday, April 20, 2020 2:32 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mark Bayer <mbayer@bayerunited.com>
Sent: Monday, April 20, 2020 2:32 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Gary Macmillan <garymac@cdeflorida.com>
Sent: Monday, April 20, 2020 2:31 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Shawn England <Shawn.England@blountconstruction.com>
Sent: Monday, April 20, 2020 2:31 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

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Sent: Monday, April 20, 2020 2:31 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Sean D'Agostino <seand@c-squaredcgc.com>
Sent: Monday, April 20, 2020 2:30 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Alice <estimating@sterlingsilverlandscaping.com>
Sent: Monday, April 20, 2020 2:30 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Tommy Chauncey <tchauncey@americantrack.com>
Sent: Monday, April 20, 2020 2:29 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Maja L-LEFTCOAST <majal@leftcoastsurveyors.com>
Sent: Monday, April 20, 2020 2:28 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: John Simms <JSimms@acmebarricades.com>
Sent: Monday, April 20, 2020 2:28 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Tony Hamilton <tonyh@ehcconstruction.com>
Sent: Monday, April 20, 2020 2:25 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Roger Ramirez Jr. <RRamirez@doancompanies.com>
Sent: Monday, April 20, 2020 2:25 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Steve Maitland <SteveM@mcsheacontracting.com>
Sent: Monday, April 20, 2020 2:24 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Tyler Bafia <tyler.bafia@hi-lite.com>
Sent: Monday, April 20, 2020 2:24 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Pam Ellingsworth <pam@floridaecs.com>
Sent: Monday, April 20, 2020 2:21 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Wyatt Construction & Boring Inc <wyattconst@gmail.com>
Sent: Monday, April 20, 2020 2:21 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Jason Freyre <jason@jasonshauling.com>
Sent: Monday, April 20, 2020 2:21 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Jason Freyre <jason@jasonshauling.com>
Sent: Monday, April 20, 2020 2:21 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Lovin Construction <lovin-construction@verizon.net>
Sent: Monday, April 20, 2020 2:20 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: V&H Construction, Inc <vhinfo@vhconstruction.net>
Sent: Monday, April 20, 2020 2:17 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: V&H Construction, Inc <vhinfo@vhconstruction.net>
Sent: Monday, April 20, 2020 2:17 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Gator Carter <gator@frederickderrcompany.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Claflin, Brett <bclaflin@mackconcrete.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mike Stanley <mstanley@gosaliaco.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mike Stanley <mstanley@gosaliaco.com>
Sent: Monday, April 20, 2020 2:16 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Steven Sheffield <steven.sheffield@fie-inc.com>
Sent: Monday, April 20, 2020 2:15 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Jim Sergey <jsergey@nrcc.com>
Sent: Monday, April 20, 2020 2:12 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: ATT00001
Importance: High

Your message

To: Jim Sergey
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:11:55 PM (UTC-05:00) Eastern Time (US & Canada).

Jim Sergey

Account Manager
901 McClosky Boulevard, Tampa, FL 33605
p: (813) 241-0282 c: (813) 774-1970
jsergey@nrcc.com



Emergency Response: 800.899.4672

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To: Jim Sergey
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Jim Sergey

Account Manager
901 McClosky Boulevard, Tampa, FL 33605
p: (813) 241-0282 c: (813) 774-1970
jsergey@nrcc.com



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Hibbard, Susan (Preferred Materials)

From: Crystal McGowan <cmcgowan@roadsafetraffic.com>
Sent: Monday, April 20, 2020 2:14 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Dave Miller <operations@millingcleanup.com>
Sent: Monday, April 20, 2020 2:14 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ryan Stokes <Ryan@billmariottipaving.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ryan Stokes <Ryan@billmariottipaving.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Brittany Blacklidge <Brit@blacklidge.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: Brittany Blacklidge <Brit@blacklidge.com>
Sent: Monday, April 20, 2020 2:13 PM
To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: terry@beutility.com
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

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Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ruth Guadagnino <RGuadagnino@seminoleprecast.com>
Sent: Monday, April 20, 2020 2:12 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Patrick Gilligan <patrick@suncoastpaving.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mark Laforce <markl@curbsystems.net>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mark Laforce <markl@curbsystems.net>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Danny Benfield <DBenfield@acmebarricades.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Heath Fincher <Heath.Fincher@martinmarietta.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

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Hibbard, Susan (Preferred Materials)

From: GCE Estimating <estimating@gceservicesinc.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: GCE Estimating <estimating@gceservicesinc.com>
Sent: Monday, April 20, 2020 2:11 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: K.C. Coulthart <kccoulthart@mackenzieco.com>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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From: K.C. Coulthart <kccoulthart@mackenzieco.com>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Larry Larson <Larry@rhmooreassociates.com>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Larry Larson <Larry@rhmooreassociates.com>
Sent: Monday, April 20, 2020 2:10 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@collierpave.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@collierpave.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Jason Hilley <jhilley@mcagg.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Jason Hilley <jhilley@mcagg.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Cody Richell <CRichell@CFLTransport.net>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Cody Richell <CRichell@CFLTransport.net>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Krystal Willis <krystal@palmettoprime.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Krystal Willis <krystal@palmettoprime.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Rachel Ebner <rebner@universalengineering.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Rachel Ebner <rebner@universalengineering.com>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Kenny Slaven <kenny@CFLTransport.net>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Kenny Slaven <kenny@CFLTransport.net>
Sent: Monday, April 20, 2020 2:09 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Brian Bortell <bbortell@mill-it.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

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Hibbard, Susan (Preferred Materials)

From: Dale Bussey <dbussey@akcainc.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Dale Bussey <dbussey@akcainc.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Ariel <a.oliver@delamereindustries.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ariel <a.oliver@delamereindustries.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Stacey Green <srgreen@precisionapproach.org>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: Stacey Green <srgreen@precisionapproach.org>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

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Hibbard, Susan (Preferred Materials)

From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

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Sent: Monday, April 20, 2020 2:08 PM
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Hibbard, Susan (Preferred Materials)

From: Dispatch <dispatch@palmettoprime.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Dispatch <dispatch@palmettoprime.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Alben Santana <asantana@cdeflorida.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Alben Santana <asantana@cdeflorida.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Info <info@safetycontractors.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Info <info@safetycontractors.com>
Sent: Monday, April 20, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ben Hahn <ben@truelinemail.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Ben Hahn <ben@truelinemail.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Wendy A. Gross <W.Gross@turtlese.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
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Hibbard, Susan (Preferred Materials)

From: Larry Woody <lwoody@qgsdevelopment.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Larry Woody <lwoody@qgsdevelopment.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Dana Orlando <dana@florida-eas.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Dana Orlando <dana@florida-eas.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Brian@nickale.com
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Brian@nickale.com
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Mindy McGinnis <m.mcginnis@turtlese.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Terry Ferguson <Terry@flsurveyors.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Jessica McRory <JMcRory@arehna.com>
Sent: Monday, April 20, 2020 2:06 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: [EXTERNAL] 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: [EXTERNAL] 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
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Hibbard, Susan (Preferred Materials)

From: Unger, Jacob (Preferred Materials)
To: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 20, 2020 2:06 PM
Subject: Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Your message

To: Unger, Jacob (Preferred Materials)
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Sent: Monday, April 20, 2020 2:05:56 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, April 20, 2020 2:06:19 PM (UTC-05:00) Eastern Time (US & Canada).

Hibbard, Susan (Preferred Materials)

From: Gannett Legals Public Notices <GanLegPubNotices@gannett.com>
Sent: Monday, April 20, 2020 11:54 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: Solicitation # 20-7756 Immokalee Airport taxiway C Extension Need Ad proof and price. bid due 5/15/20
Attachments: [EXT] Read: Solicitation # 20-7756 Immokalee Airport taxiway C Extension Need Ad proof and price. bid due 5/15/20
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Christopher Hill <christopher@suncoastpaving.com>
Sent: Monday, April 20, 2020 3:31 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

I'm sorry Ft. Myers is a bit out of our range, but thank you for reaching out .

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 20, 2020 2:06 PM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard
Contracts/Estimating Assistant
Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#!/main>

Username: tampaestimating@preferredmaterials.com

Password: preferred

Folder: 4-APRIL-2020

Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: Tommy Chauncey <tchauncey@americantrack.com>
Sent: Monday, April 20, 2020 2:34 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Re: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Apologies Susan, I don't see anything in here that's railroad track related, have I missed it or is there no track work?

Tommy Chauncey
American Track, LLC
Formerly, C.J. Bridges Railroad Contractors
Senior Vice President
Florida Operations
Cell: 863-860-5884
Office: 863-425-4561

On Apr 20, 2020, at 2:06 PM, Hibbard, Susan (Preferred Materials)
<Susan.Hibbard@preferredmaterials.com> wrote:

[EXTERNAL]

Please see below and if you haven't already responded, please advise us as to whether you will be providing a quote at your earliest convenience. denise@aerophoto.com

Thank you for your prompt attention to this request.

Respectfully,

Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

From: Hibbard, Susan (Preferred Materials)

Sent: Monday, April 13, 2020 7:02 AM

To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>

Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>

Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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Username: tampaestimating@preferredmaterials.com

Password: preferred

Folder: 4-APRIL-2020

Susan Hibbard

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Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

<ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx>

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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@cdisite.com>
Sent: Wednesday, April 15, 2020 12:49 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Hi

Thank you for the opportunity, however, at this time we are unable to bid on this project.

We appreciate your consideration, and look forward to working with you in the future.

Thank You

Ross

Estimating Coordinator
estimating@cdisite.com
Complete Development, Inc
PO BOX 450
Thonotosassa, FL 33592
(813) 986-2901
www.completedevelopment.com

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: BCS Estimating <estimating@busseyconstruction.com>
Sent: Tuesday, April 14, 2020 7:06 AM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

No Bid

From: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020 7:02 AM
To: Unger, Jacob (Preferred Materials) <Jacob.Unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com>
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#/main>
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Susan Hibbard
Contracts/Estimating Assistant

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

O +1 (813) 612 5740
D +1 (813) 901 4763
F. +1 (813) 664 8526
E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.

Hibbard, Susan (Preferred Materials)

From: JT <jt@backbayconstruction.com>
Sent: Monday, April 13, 2020 2:08 PM
To: Hibbard, Susan (Preferred Materials); Unger, Jacob (Preferred Materials)
Subject: [EXT] RE: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: ITB Lee Co Port Auth Ft Myers Taxiway Rehab AF G2.docx

Good Afternoon,

Thank you for sending this over to us, however we will not be bidding on this project.

But please keep us in mind for future projects in our region.

Once again, thank you and have a great day!

JT Tozzolina

Cell: 239-207-1524

Office: 239-226-1310

12960 Commerce Lakes Dr. Suite 12
Fort Myers, Florida
33913



From: Hibbard, Susan (Preferred Materials) <susan.hibbard@preferredmaterials.com>
To: Unger, Jacob (Preferred Materials) <jacob.unger@preferredmaterials.com>
Cc: Hibbard, Susan (Preferred Materials) <susan.hibbard@preferredmaterials.com>
Sent: Monday, April 13, 2020, 07:01:49 AM EDT
Subject: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

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Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

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Susan Hibbard

Contracts/Estimating Assistant

Preferred Materials, Inc.

A CRH COMPANY

5701 E. Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

O +1 (813) 612 5740

D +1 (813) 901 4763

F +1 (813) 664 8526

E susan.hibbard@preferredmaterials.com

www.preferredmaterials.com

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Hibbard, Susan (Preferred Materials)

From: SST Estimating <sstestimating@gmail.com>
Sent: Monday, April 13, 2020 2:03 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Re: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW

Susan,

Thank you for the ITB but we will not be bidding on this project at this time.

**** Please do not send any emails to southernsealtech@yahoo.com. We no longer use this email address. ****

Thank You,
SST Estimating Team
SBE Certified
386-719-8980 (P)
386-758-1894 (F)



Virus-free. www.avg.com

On Mon, Apr 13, 2020 at 7:01 AM Hibbard, Susan (Preferred Materials) <Susan.Hibbard@preferredmaterials.com> wrote:

Please see attached ITB FOR LINK TO PLANS AND SPECIFICATIONS. Respond by 4/24/2020 prior to noon with your quote. Letters of intent will be provided to DBE's closer to bid date.

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida international Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#/main>

Username: tampaestimating@preferredmaterials.com

Password: preferred

Folder: 4-APRIL-2020

Susan Hibbard

Contracts/Estimating Assistant

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Hibbard, Susan (Preferred Materials)

From: Estimating <estimating@cdisite.com>
Sent: Monday, April 20, 2020 3:43 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Hibbard, Susan (Preferred Materials)

From: Birch Mangus <bmangus@allsouthunderground.com>
Sent: Monday, April 20, 2020 3:40 PM
To: Hibbard, Susan (Preferred Materials)
Subject: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Attachments: [EXT] Read: 2nd Request FW: ITB Lee County Port Authority Ft Myers Taxiway Rehab A, F, & G2 # 20-34 MMW
Importance: High

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Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

PREFERRED MATERIALS INC
5701 E HILLSBOROUGH AVE # 1122

TAMPA, FL 33610-5428

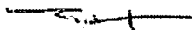
Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

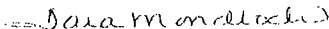
Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 04/05/2020, 04/14/2020



Subscribed and sworn to before on April 14, 2020:



Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$322.00
Ad No: 0004134634
Customer No: 1307223
PO #:

of Affidavits 1

This is not an invoice

Preferred Materials, Inc. requests quotes from State Disadvantage Business Enterprises (DBE) as well as other subcontractors for Clearing & Grubbing, Demolition, Milling/ Milling cleanup, Erosion Control, M.O.T. Airfield, Grading & Excavation, Drainage, Concrete, Lighting, Electrical, Airfield Pavement Marking, Chip Seal, Sodding and Trucking/Haul, for FB# 20-34-MMW Rehabilitation of Taxiways A,F, & G2 Southwest Florida International Airport in Fort Myers, FL. Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance will be provided if needed. Letters of Commitment will be required. For your convenience, plans and specifications can be downloaded from our Preferred Materials FTP site. Contractor assumes full responsibility for review of all current contract documents, to include any addenda that may be issued, with his/her submission of a quote.

<http://ftp.crhna.com/ThinClient/WTM/public/#/main>
Username: tampaestimating@preferredmaterials.com
Password: preferred
Folder: 4-APRIL-2020

Bids are due in our office 4/24/2020 prior to noon, via email to: jacob.unger@preferredmaterials.com. Direct any questions to Jacob Unger, Estimating Manager 813-901-4771.
April 5 & 14, 2020 No. 4134634

Timestamp

3/31/2020 14:56:17 (CDT)

Email Address

bgrady@gannett.com

Publication Date

4/14/2020 0:00:00 (CDT)

Ad Number

4134634

Publication

Naples Daily News

Delivery Method

Both

Number of Affidavits Needed

1

Customer Email

Susan.Hibbard@preferredmaterials.com

Name

PREFERRED MATERIALS

Street

5701 E HILLSBOROUGH AVE # 1122

City

TAMPA

State

FL

ZIP Code

33610

Your Name

Brittany Grady



INVOICE

All Access Multimedia, Inc.
 14965 Technology Ct. Suite #6
 Ft. Myers, FL 33912
 United States

239-313-5540

BILL TO
Preferred Materials, Inc.
 Susan Hibbard
 5701 E. Hillsborough Avenue, Suite 1122 Tampa, Florida 33610
 Tampa, Florida 33610
 United States

Susan.Hibbard@preferredmaterials.com

Invoice Number: 200053
Invoice Date: April 2, 2020
Payment Due: April 2, 2020
Amount Due (USD): \$0.00

Description	Quantity	Rate	Amount
Advertising - Nuevos Ecos	1	\$495.00	\$495.00
Total:			\$495.00
Payment on April 2, 2020 using VISA ending in 8850:			\$495.00
Amount Due (USD) :			\$0.00

Thank you for the opportunity to serve.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 7, 2019

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

www.fdot.gov

AJAX PAVING INDUSTRIES OF FL, LLC
PROJECT REFERENCES & TAMPA AIRPORT PROJECTS

**PROJECT: 6160 "AIRFIELD PAVEMENT RECONSTRUCTION AND REPLACEMENT"
TAMPA INTERNATIONAL AIRPORT**

Client: Hillsborough County Aviation Authority

Original Contract: \$17,208,021.60

Final Contract: \$16,776,318.56

Start: December 4, 2017

Finish: December 11, 2018

Reference: Scott A. Nesbitt, P.E. Senior Project Director (813) 870-7832

Scope: Demolition of existing asphalt and concrete pavements, excavation, grading, milling and resurfacing, Lean Concrete Base 51,240 SY, PCCP 17" 47,250 SY, Isolated Slab Replacement, Joint Repairs, Pavement Marking, Airfield Lighting.

Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete mix provided by onsite batch plant operated by Ajax Paving Industries, Inc.

**PROJECT: 134-0253-CP(DF) TAXIWAY REHABILITATION PHASE I
ST. PETERSBURG CLEARWATER INTERNATIONAL AIRPORT**

Scope: Milling and Resurfacing (91,200 SY); Full Depth Reconstruction, including base (55,000 SY); Excavation, Embankment, Storm Drainage, Lime Rock Base Course (100,000 SY); Asphalt Pavement (44,000 tons) Airfield Lighting, Sodding, Pavement Marking

Completed: January 2017

Contract Value: \$14,356,888.00

Taxiway Use: Commercial Airline / Commercial Cargo / USCG / Private

Client: Pinellas County Board of County Commissioners/St Petersburg Int'l Airport

Contact: Scott Yarley (727) 453-7830

Note: This project referenced not because of any PCCP component but as a reference to Ajax in Tampa having the ability to perform in a complex airfield environment.

**PROJECT: FPN 429074 (T-7348) US 41/SR 60 Hillsborough County
Mill, Resurface, Intersection Reconstruction**

Client: FDOT

Original Contract: \$13,089,362.00

Final Contract: \$12,858,118.00

Start: 9/30/2014

Finish: July 2017

Reference: Thomas Curley – Project Administrator Thomas.Curley@dot.state.fl.us 813-323-1113

Scope: Milling/Resurfacing, Intersection Reconstruction with PCCP of US 41/SR 60 Adamo Dr.

Intersection; associated grading, drainage, asphalt base, concrete flatwork, signalization, lighting and pavement marking. Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract

to Ajax Paving Industries of FL, LLC. Concrete supplied by offsite batch plant operated by Ajax Paving Industries, Inc.

PROJECT: FPN 420633 (T-1673) US 17 Zolfo Springs

MILL/RESURFACE/ADD LANES

Client: FDOT

Original Contract: 13,842,377.83

Final Contract: \$14,530,725

Start: 2/20/17

Finish: 12/3/2019

Reference: Chris Hielhe – Project Administrator; Chris.Heile@dot.state.fl.us (863) 471-4853 (Office); (863) 991-4134 (Cell)

Scope: Milling & Resurfacing existing US 17, Construction of New US 17 bypass, associated grading, drainage, utility, signalization, lighting, and pavement markings. (46,614 SY PCCP 12")

EARLY COMPLETION BONUS.

Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete supplied by offsite batch plant operated by Ajax Paving Industries, Inc.

PROJECT: FPN 425841 (E1Q29) SR 82 LEE COUNTY

MILL/RESURFACE/ADD LANES

Client: FDOT

Original Contract: \$53,883,605.55

Final Contract: \$59,350,286.00

Start: Oct 16, 2017

Finish: Oct 11, 2019

Reference: CEI Tome Deer, Senior PE Kinard-Stone Inc. tom.deer@kinardston.com 239-340-3886

Scope: Embankment 604,834 CY; Grading/Base 355,729 SY Asphalt Paving 55,400 Tons; Concrete Paving 53,628 PCCP (10") with associated drainage, concrete flatwork, signalization and pavement marking.

Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete supplied by onsite batch plant operated by Ajax Paving Industries, Inc.

PROJECT: I-275 DESIGN BUILD, HILLSBOROUGH COUNTY (E7F75)

AJAX PAVING INDUSTRIES OF FL, LLC / SKANSKA, INC. JOINT VENTURE

RECONSTRUCT INTERSTATE, ADD LANES FROM HOWARD FRANKLAND BRIDGE TO A POINT WEST OF INTERSTATE 4.

AJAX PAVING INDUSTRIES OF FL, LLC under SUBCONTRACT TO AJAX/SKANSKA JOINT VENTURE TEAM.

Original Contract: \$23,746,141.00 (under subcontract to JV Team, overall project over \$210M)

Final Contract: \$24,212,097

Start: 10/22/2012

Completion: 6/28/2016

Reference: Matt Lewis, PE, Senior Project Engineer (AECOM) - 813-443-0654 (office)

Scope: Asphalt Paving 108,540 tons; Concrete Paving 130,000 SY.

Note: Concrete Paving performed by Ajax Paving Industries, Inc. under subcontract to Ajax Paving Industries of FL, LLC. Concrete supplied by onsite batch plant operated by Ajax Paving Industries, Inc.

OTHER TAMPA INTERNATIONAL AIRPORT PROJECT EXPERIENCE:

BID NO. 3-12-0078-48-2007: TAXIWAY V-6 TO R/W 18R (2007) (\$380,243.74)
ASPHALT PAVING UNDER SUBCONTRACT TO AJAX PAVING INC., P-401 ASPHALT PAVING

OUTBOUND WIDENING S. OF US POST OFFICE (2007): MILLING AND RESURFACING UNDER SUBCONTRACT TO CONE AND GRAHAM.

GEORGE BEAN PARKWAY RESURFACING (2007-08) (\$2,005,764.94):
MILLING AND RESURFACING UNDER SUBCONTRACT TO CONE AND GRAHAM, INC. GEORGE BEAN PARKWAY ONLY

PROJECT 5220 010: AIRFIELD AND ROADWAY REHABILITATION (2010-11) (\$5,259,606)
PRIME CONTRACTOR, MILLING, RESURFACING, P-401 ASPHALT PAVING, SLAB REPAIRS, SIGNING, LIGHTING, ETC.

GEORGE BEAN PARKWAY / TAXIWAY J (2014-15) (\$2,601,981.30)
(UNDER SUBCONTRACT TO CONE AND GRAHAM)
GRADING, PAVING, AND CONCRETE – GEORGE BEAN PARKWAY

SOUTH TERMINAL SUPPORT AREA ROADWAY IMPROVEMENTS: (2015-16) (\$3,763,697.84)
Excavation, Grading and Base – Under subcontract to Kimmins Contracting Corp.

TAXIWAY J (2015-16) (\$119,143.00) ASPHALT PAVING UNDER SUBCONTRACT TO JOHNSON BROTHERS
P-401 ASPHALT PAVING

PROJECT 6150 - AIRFIELD PAVEMENT RECONSTRUCTION AND REPLACEMENT (2017) \$16,776,318
Details listed above in selected project references.

DEMO RED SIDE GARAGE: (2018) (\$79,918.00) Storm Drainage work under subcontract to Kimmins Contracting Corp.

MAIN TERMINAL CURBSIDE EXPANSION: (2020) (822,275.00): Recently started paving work under contract to Superior Construction. Work ongoing through 2020.

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
CATEGORY : 10A- Asphalt Pavers		
101248	Paver 12 Roadtec RP-190	RP190x455
101249	Paver 12 Roadtec RP-190	RP190x456
101428	Paver 14 Roadtec RP-190	RP190EX3035
101518	Paver 15 Volvo PF4410 Track	PF4410-378058
101662	Paver 16 Roadtec RP-190E	RP190EX4064
101663	Paver 16 Roadtec RP-190E	RP190EX4065
101603	Paver 16 Volvo PF7170	P7170387067
101604	Paver 16 Volvo PF7170	P7170387071
101704	Paver 17 Roadtec RP-190E	RP-190EX4145
101755	Paver 17 Roadtec RP-190E	RP190EX4123
101737	Paver 17 Volvo PF2181	PF2181-376048
101746	Paver 17 Volvo PF7170	P7170-387083
101858	Paver 18 Roadtec RP-190E	RP-190E-4202
101859	Paver 18 Roadtec RP-190E	RP-190E-4203
101860	Paver 18 Roadtec RP-190E	RP-190E-4204
CATEGORY : 10B- Road Wideners		
100810	Paver Widener 08 Five Star Ind	1019
101372	Paver Widener 13 Weiler W530	W1149
CATEGORY : 10C- Curb Machine		
100461	Curb Machine 04 Gomaco GT-6200	903300096
100561	Curb Machine 05 Miller 650-8	J13160
101526	Screed 15 Terramite Steerable Roller	1501RSG02
CATEGORY : 14- RT Asphalt Rollers		
140413	Roller 7 Whl 04 Cat PS360B	CATPS360A9LS00315
140302	ROLLER 9WHL 03 BOMAG BW11RH	901A22202023
140303	ROLLER 9WHL 03 BOMAG BW11RH	901A22202032
140505	ROLLER 9WHL 05 BOMAG BW11RH	901A22202145
140511	ROLLER 9WHL 05 BOMAG BW11RH	901A22202143
140533	ROLLER 9WHL 05 BOMAG BW11RH	901A22202199
140660	Roller 9WHL 06 Bomag 530AH	901A22202243
140638	ROLLER 9WHL 06 BOMAG BW11RH	901A22202302
140639	ROLLER 9WHL 06 HYPAC C530AH	901A22202306
141743	Roller 9Whl 17 Cat CS16	CAT0CW16CTL500218
141751	Roller 9Whl 17 Cat CS16	CAT0CW16ATL500259
141708	Roller 9Whl 17 Cat CW16	Cat0CW16CTL500260
141831	Roller 9Whl 18 Cat CW16	CAT0CW16TTL500267
141305	Roller 9WHL13 Bomag BW11RH	901A22231049
141306	Roller 9WHL13 Bomag BW11RH	901A22231095
141430	Roller 9WHL13 Bomag BW11RH	901A22231119
141572	Roller 9WHL15 Bomag BW11RH	901A22231159
141573	Roller 9WHL15 Bomag BW11RH	901A22231158
141715	Roller 9WHL17 Bomag BW11RH-5	861538721061
CATEGORY : 15A- Static 3/5 Asphalt Rollers		
150003	ROLLER 3/5 00 HYPAC C330B	9B15803617
150505	ROLLER 3/5 05 BOMAG BW5AS	901B15803864
150532	ROLLER 3/5 05 BOMAG BW5AS	901B15803829
150610	ROLLER 3/5 06 BOMAG BW5AS	901B15803871
150934	Roller 3/5 09 Bomag BW5AS	901B15811016
CATEGORY : 15B- Static 5/8 Asphalt Rollers		
150534	ROLLER 5/8 05 BOMAG BW9AS	901C14603428
150607	ROLLER 5/8 06 BOMAG BW9AS	901C14603453
150654	Roller 5/8 06 Hypac C340CW	14603454

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Equip#	Description	Serial#
CATEGORY : 15B- Static 5/8 Asphalt Rollers		
150718	ROLLER 5/8 07 BOMAG BW9AS	901C14603470
150719	ROLLER 5/8 07 BOMAG BW9AS	901C14603471
150721	ROLLER 5/8 07 BOMAG BW9AS	901C14603472
151669	Roller 5/8 16 Weiler C307	W1061
151671	Roller 5/8 16 Weiler C307	W1062
151707	Roller 5/8 17 Weiler C307	W1069
151747	Roller 5/8 17 Weiler C307	W1104
151754	Roller 5/8 17 Weiler C307	W1105
151760	Roller 5/8 17 Weiler C307	W1109
CATEGORY : 15C- Static 3 Whl Asphalt Rollers		
151632	Roller 3 Whl Steel Sakia R2H-4	1R7-70198
CATEGORY : 16A- Vibratory Asphalt Rollers		
161645	Roller DD Ocill 16 Sakia SW850 ND-II	4SW56-50235
161646	Roller DD Ocill 16 Sakia SW850 ND-II	4SW56-50238C
161647	Roller DD Ocill 16 Sakia SW850 ND-II	4SW56-50240C
161653	Roller DD Ocill 16 Sakia SW850 ND-II	4SW56-50239C
161674	Roller DD Ocill 16 Sakia SW850 ND-II	4SW56-50205
161675	Roller DD Ocill 16 Sakia SW850 ND-II	4SW56-50207
161709	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50243
161710	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50244
161714	Roller DD Ocill 17 Sakia SW850 ND-II	4SWS56-50248
161715	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50249
161792	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50268
161793	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50253
161827	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50271
161828	Roller DD Ocill 17 Sakia SW850 ND-II	4SW56-50280
161128	Roller DD Vibo 11 Sakia SW850	4SW5650157C
161129	Roller DD Vibo 11 Sakia SW850	4SW5650156C
161324	Roller DD Vibo 13 Sakia SW850-II	4SW56-50191
161326	Roller DD Vibo 13 Sakia SW850-II	4SW56-50192
161328	Roller DD Vibo 13 Sakia SW850-II	4SW56-50193
161330	Roller DD Vibo 13 Sakia SW850-II	4SW56-50197
161418	Roller DD Vibo 14 Sakia SW850-II HF	4SW56-50163
161419	Roller DD Vibo 14 Sakia SW850-II HF	4SW56-50196
161516	Roller DD Vibo 15 Sakia SW850-II HF	4SW56-50208
161517	Roller DD Vibo 15 Sakia SW850-II HF	4SW56-50209
161518	Roller DD Vibo 15 Sakia SW850-II HF	4SW56-50210
161519	Roller DD Vibo 15 Sakia SW850-II HF	4SW56-50211
161562	Roller DD Vibo 15 Sakia SW850-II HF	4SW56-50232C
161563	Roller DD Vibo 15 Sakia SW850-II HF	4SW56-50233C
CATEGORY : 16B- Vibratory Pup Asphalt Rollers		
160160	Roller DD Vibo 01 cat CB224D	8RZ00543
160401	ROLLER DD VIBO 04 WACKER RD11A	5448311
160613	ROLLER DD VIBO 06 WACKER RD11A	5507889
160614	ROLLER DD VIBO 06 WACKER RD11A	5636351
161442	Roller DD Vibo 14 Sakia SW320-1	4SW50-40295
161537	Roller DD Vibo 15 Sakia 320-1	4SW50-40299C
161267	Roller DD Vibo Sakia HS66ST Walk Behind	VHS1-50179
CATEGORY : 16C- Vibratory Dirt Rollers		
160720	ROLLER DD VIBO 07 SAKIA SW850	VSW26-40199
CATEGORY : 20A- Field Loaders		
200204	LOADER 02 KAWASAKI 70ZV	70C4-5048

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Equip#	Description	Serial#
CATEGORY : 20A- Field Loaders		
200738	Loader 07 Cat 950H	K5K01419
200736	Loader 07 Komatsu WA380-6	A53276
200854	Loader 08 Komatsu WA250-5	72163
221104	Loader 11 Cat 980H	JMS06166
201124	Loader 11 J.D. 544K	1DW544KZJBD638606
201125	Loader 11 J.D. 544K	1DW544KZCDB638440
201122	Loader 11 Kawasaki 70ZV-2	70C5-5397
201237	Loader 12 Kawasaki 65ZV-2	65J4-5233
201325	Loader 13 Kawasaki 70ZV-2	70C5-5650
201327	Loader 13 Kawasaki 70ZV-2	70C5-5649
201329	Loader 13 Kawasaki 70ZV-2	70C5-5647
201344	Loader 13 Kawasaki 70ZV-2	70C5-5621
201811	Loader 15 Cat 950GC	CAT00950EM5T00377
201516	Loader 15 Cat 950M	CAT0950MVFTR00334
201420	Loader14 Kawasaki 70ZV-2	70C5-5652
201421	Loader14 Kawasaki 70ZV-2	70C5-5654
201648	Loader16 Cat 938M	CAT0938MHJ3R02266
201649	Loader16 Cat 938M	CAT0938MKJ3R02274
201637	Loader16 Kawasaki 70Z7	70C6-5586
201638	Loader16 Kawasaki 70Z7	70C6-5605
201609	Loader16 Volvo L90H	L90H623657

CATEGORY : 20B- Skid Loaders		
200627	SKID LDR 06 CAT 287B TRACK	OZSA03967
200811	Skid Ldr 08 ASV RCV Trk	RSG00411
200864	Skid Ldr 08 Bobcat A300B	A5GW20206
201041	Skid Ldr 09 Cat 287C C/A	0287CEMS01884
200924	Skid Ldr 09 Cat 287C C/A X	MAS01849
201240	Skid Ldr 09 Cat 289C2 C/A	0289CJRTD00630
201415	Skid Ldr 14 Kub SVL902HFC C/A	JKUC0902001S11847
201416	Skid Ldr 14 Kub SVL902HFC C/A	JKUC0902001S12746
201417	Skid Ldr 14 Kub SVL902HFC C/A	JKUC0902001S12772
201540	Skid Ldr 15 Bobcat T770	A3P814415
201522	Skid Ldr 15 Cat 299D DCA1	GTC01767
201610	Skid Ldr 16 Bobcat T770 T4	AT6311857
201611	Skid Ldr 16 Bobcat T770 T4	AT6311872
201668	Skid Ldr 16 Cat 299D2	FD200489
201744	Skid Ldr 17 Cat 299D2 CH2	CAT0299DPFD202387
201810	Skid Ldr 18 Cat 289D CH2	CAT0289DCTAW08844
201817	Skid Ldr 18 Cat 299D2 CH2	CAT0299DCFD203679
201818	Skid Ldr 18 Cat 299D2 CH2	CAT0299DEFD203681
201819	Skid Ldr 18 Cat 299D2 CH2	CAT0299DKFD203685
201831	Skid Ldr 18 Cat 299D2 CH2	CAT0299DEFD204362
201912	Skid Ldr 19 Cat 299D2 CH2	FD205886
201913	Skid Ldr 19 Cat 299D2 CH2	FD205892
201705	Skid Ldr17 Bobcat T770 T4	AT6313653
201729	Skid Ldr17 Bobcat T770 T4	AT6314096
201738	Skid Ldr17 Bobcat T770 T4	AT6314108
201785	Skid Ldr17 Bobcat T770 T4	AT6313167
201794	Skid Ldr17 Bobcat T770 T4	AT6315301

CATEGORY : 20C- Boxblade / Loaders		
200756	Boxblade/Loader 07 J.D. 210C	T0210LE888282
209887	Boxblade/Loader '98 Massey 9789 4x4	G16008

CATEGORY : 20D- Backhoe / Loaders		
200617	Backhoe/Loader 06 Case 580M2	N5C389919

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CATEGORY : 20D- Backhoe / Loaders		
200618	Backhoe/Loader 06 Case 580M2	N5C390164
200616	Backhoe/Loader 06 Cat 420EXH	HLS00224
201228	Backhoe/Loader 12 J.D. 310J	1T0310JXJBD212902
201229	Backhoe/Loader 12 J.D. 310J	1T0310JXKA0186466
CATEGORY : 20E- Excavators		
200501	Excavator 05 Cat 304CR	NDA03741
200703	Excavator 07 Komatsu PC228	40188
200858	Excavator 08 Cat 304C CR	FPK03787
201025	Excavator 10 Cat 304C CR	Cat0304CAFPK06419
201026	Excavator 10 Cat 304C CR	Cat0304CCFPK06420
201027	Excavator 10 Cat 304C CR	Cat0304CLFPK06387
201341	Excavator 13 J.D. 225DLC	1FF225DXHCD502288
201430	Excavator 14 Takeuchi TB260CR	126100359
201657	Excavator 15 Volvo EC350EL	C350E310200
201821	Excavator 18 Komatsu PC138USLC-11	52178
201829	Excavator 18 Komatsu PC138USLC-11	52177
201907	Excavator 19 Komatsu PC55MR-5	21216
201270	Excavator12 Volvo EC250 DL	210236
201525	Excavator15 Cat 328D LCR	CAT0328DARMX01076
201559	Excavator15 Volvo EC350EL	EC350EL310089
CATEGORY : 22A- Plant Loaders		
220909	Loader 09 Cat 966H	CAT0966HPA6D02331
221123	Loader 11 Kawasaki 90ZV-2	90C5-5304
221323	Loader 13 Kawasaki 95Z-7	97J1-5009
221658	Loader 16 Cat 982M	K1Y00648
221609	Loader 16 Komatsu WA500-7	A94431
221766	Loader 17 Cat 966M	CAT0966MKEJA01592
221784	Loader 17 Cat 966M	CAT0966MKKJP02559
221701	Loader 17 Kawasaki 95Z-7	97J1-5192
221856	Loader 18 Cat 982M	MK610195
CATEGORY : 22B- Plant Skid Loaders		
220334	SKID LDR 03 BOBCAT 753	515844964
220417	SKID LDR 04 BOBCAT S160	526711816
220648	SKID LDR 06 BOBCAT S160	529911673
220703	SKID LDR 07 BOBCAT S160	529912574
220932	Skid Ldr 09 Cat 246C	JAY03422
220933	Skid Ldr 09 Cat 246C	JAY03421
221787	Skid Ldr 17 J.D. 318G	1T0318GJPHJ315763
221788	Skid Ldr 17 J.D. 318G	1T0318GJCHJ314920
CATEGORY : 25A- Paving Service Trucks		
251227	Truck Service 12 Ford F750	3FRNW7FJ6CV304543
251401	Truck Service 14 Int'l 4300 SBA	3HAMMAAMXEL496699
251440	Truck Service 14 Int'l 4300 SBA	3HAMMAAM9EL785511
251636	Truck Service 16 Int'l 4300 SBA	3HAMMMMP4GL153395
251641	Truck Service 16 Int'l 4300 SBA	3HAMMMMM1GL153120
251797	Truck Service 17 Ford F650	1FDNW6DC8HDB11178
251798	Truck Service 17 Ford F650	1FDNW6DCXHDB11179
251731	Truck Service 17 Int'l 4300 SBA	1HTMMMMM9HH672214
251937	Truck Service 19 Ford F750	1FDNW7DC6KDF00558
251948	Truck Service 19 Ford F750	1FDVWV7DX0KDF10574
CATEGORY : 25B- Grading Service Trucks		
250603	Truck Service 06 Ford F350 4x4	1FDWF35P36EB61207

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Equip#	Description	Serial#
CATEGORY : 25B- Grading Service Trucks		
251237	Truck Service 12 Ford F350	1FT8X3A60CEB89033
251214	Truck Service 12 Ford F550 C/C	1FD0W5GT1CEC50880
251272	Truck Service 12 Int'l Terrastar	1HTJSSKK4CJ383645
251339	Truck Service 13 Ford F350	1FDRF3G67DEA81424
251503	Truck Service 15 Ford F350	1FDRF3G61FEA44436
251504	Truck Service 15 Ford F350	1FDRF3G64FEC47580
251640	Truck Service 16 Ford F350	1FT8W3DT6GEC01051
251713	Truck Service 17 Ford F350	1FT8W3DT2HEC06524
251765	Truck Service 17 Ford F550	1FD0W5HT5HEC38690
251816	Truck Service 18 Ford F350	1FDRF3G62JEC21648
251939	Truck Service 19 Ford F350	1FD8W3H63KEF79157
251934	Truck Service 19 Ford F550	1FD0W5HT8KEC00118
251946	Truck Service 19 Ford F550	1FD0W5HT4KEF35649
251947	Truck Service 19 Ford F550	1FD0W5HT2KEF35648
251949	Truck Service 19 Ford F550	1FD0W5HT3KEC63272
251953	Truck Service 19 Ford F550	1FD0W5HT5KEC63273
258914	Truck Service 89 Ford L8000	1FDXR82A1LVA17966
259812	Truck Service 98 Ford F600	1FDWK64PXKVA42241
CATEGORY : 25C- Mechanic Trucks		
251116	Truck 11 Ford F550	1FDUF5HT6BEC21101
251532	Truck 15 Ford F550	1FDUF5GT7FEA71944
250705	Truck Mech 07 Ford F-550	1FDAF57P57EA73571
250902	Truck Mech 09 Ford F350	1FDWF365X9EA47934
251207	Truck Mech 12 Ford F450	1FDUF4GT5CEA59071
251265	Truck Mech 12 Ford F550	1FDUF5GT6CEA67041
251531	Truck Mech 15 Ford F550	1FDUF5GTXFEA61778
251940	Truck Mech 19 Ford F550	1FDUF5HT9KEF35647
251941	Truck Mech 19 Ford F550	1FDUF5HT7KEF35646
251942	Truck Mech 19 Ford F550	1FDUF5HT5KEF35645
251943	Truck Mech 19 Ford F550	1FDUF5HT3KEF35644
251954	Truck Mech 19 Ford F550	1FDUF5HT1KEF35643
CATEGORY : 25D- Lube Trucks		
250436	Truck Lube 04 Ford F750XL	3FRXF75384V599125
250521	Truck Lube 05 Kenworth T300	2NKMHD7X75M101274
251538	Truck Lube 15 Ford F550	1FDUF5GT2FED19968
CATEGORY : 25E- MOT Trucks		
250814	Truck MOT 08 Ford F550	1FDAW57RX8EA20951
251535	Truck Mot 15 Ford F550	1FD0W5GT2FEC84203
251608	Truck Mot 16 Ford F450	1FD0W4GT9GEB33872
251621	Truck MOT 16 Ford F450	1FD0W4HT0GEC62596
251625	Truck Mot 16 Ford F450	1FD0W4HT4GEC26426
251677	Truck MOT 16 Ford F450	1FD0W4GT6GEC54570
251666	Truck Mot 16 Ford F550	1FD0W5GT5GEA40515
251667	Truck MOT 16 Ford F550	1FD0W5GT7GEB27204
251734	Truck MOT 17 Ford F550	1FD0W5HT2HEC67905
251817	Truck MOT 18 Ford F550	1FD0W5HT5JEC28201
251935	Truck MOT 19 Ford F550	1FD0W5HTXKEC00119
251936	Truck MOT 19 Ford F550	1FD0W5HT8KEC00121
251950	Truck MOT 19 Ford F550	1FD0W5HT7KEC63274
CATEGORY : 25F- Flat Bed Dump Trucks		
250570	Truck Flat Dump 05 Int'l 4300	1HTMMAAM05H111656
250614	Truck Flat Dump 06 Int'l 4200	1HTMPAFM56H351013
250720	Truck Flat Dump 07 Int'l 4200 VT365	1HTMMAAL37H363265

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Equip#	Description	Serial#
CATEGORY : 25F- Flat Bed Dump Trucks		
250911	Truck Flat Dump 09 Frtl M2	1FAVCWDT29DAK5210
250926	Truck Flat Dump 09 Int'l 4300	1HTMMAAN59H693582
251017	Truck Flatbed 10 Ford F750	3FRXF7FC3AV234829
CATEGORY : 25G- Single Axle Dump Trucks		
250626	TRUCK DUMP SGL AX 06 Int'l 4200	1HTMPAFP86H344521
259802	TRUCK DUMP SGL AX '98 GMC 7500	1GDM7H1J4WJ509333
259803	TRUCK DUMP SGL AX '98 GMC 7500	1GDM7H1C1WJ516399
259825	TRUCK DUMP SGL AX '98 GMC 7500	1GDM7H1C3WJ516274
259826	TRUCK DUMP SGL AX '98 GMC 7500	1GDM7H1CXWJ516532
CATEGORY : 25H- Attenuator Trucks		
250450	Truck Attenuator 04 KW T300	2NKMHD6X14M061872
250451	Truck Attenuator 04 KW T300	2NKMHD6X54M061874
250704	Truck Attenuator 07 Frtl M2	1FVACWDC57HY37801
250756	Truck Attenuator 07 Frtl M2	1FVACWDC27HY75678
CATEGORY : 25I- Concrete Service Truck		
251242	Truck Service 12 Ford F450	1FDUF4GTXCEC60514
251219	Truck Service 12 Ford F550	1FD0W5HT7CEA30254
251404	Truck Service 14 Ford F350 C/C	1FD8W3G60EEB69969
251938	Truck Service 19 Ford F550	1FD0W5HT6KEC00120
251945	Truck Service 19 Ford F550	1FD0W5HT0KEF35650
CATEGORY : 30A- Lowboy Trailers		
300217	Trl Lowboy 02 TRBS 35 ton	4S0DK512331000949
300515	TRL LOWBOY 05 XL SPECIALIZED	4U3B053215L005318
300601	Trl Lowboy 06 Trl Kg TK110HDG	1FTJ053306B114139
300906	Trl Lowboy 09 Trail-Eze TE801	1DA72C07X9P019599
301331	Trl Lowboy 13 Kaufman 50T	5VGFR4232DL003986
301521	Trl Lowboy 15 Kaufman 50DP	5VGFR4238FL004806
CATEGORY : 30B- Lowboy Tag-Along Trailers		
300749	TRL LOWBOY 07 EAGER BEAVER TAG	112HBX3527L072410
301706	TRL LOWBOY 17 EAG BEAV 25XPL TRI-AX	112HBX392HL081550
301910	TRL LOWBOY 19 EAG BEAV 25XPL TRI-AX	112HBX391KL083748
309701	TRL LOWBOY '96 CROSLEY TAG	CTL926209TS007911
CATEGORY : 30C- Live Bottom Trailers		
300743	TRL 07 TRPKG LIVE BOT OLB326NG	1TKLC31367W129374
300745	TRL 07 TRPKG LIVE BOT OLB326NG	1TKLC313X7W129376
300857	TRL 08 TRPKG LIVE BOT OLB326NG	1TKLC313X8W092976
301302	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL0313XDW019707
301303	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL03131DW019708
301304	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL03133DW019709
301305	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL0313XDW019710
301306	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL03131DW019711
301307	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL03133DW019712
301318	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL03133DW042000
301319	TRL 13 TRPKG LIVE BOT OLB26-102	1TKL03135DW042001
301450	TRL 15 TRPKG LIVE BOT OLB26-102	1TKL03733FW106200
301451	TRL 15 TRPKG LIVE BOT OLB26-102	1TKL03735FW106201
301452	TRL 15 TRPKG LIVE BOT OLB26-102	1TKL03737FW106202
301453	TRL 15 TRPKG LIVE BOT OLB26-102	1TKL03739FW106203
301454	TRL 15 TRPKG LIVE BOT OLB26-102	1TKL03730FW106204
301455	TRL 15 TRPKG LIVE BOT OLB26-102	1TKL03730FW106199
301642	Trl 16 Trlkg Live Bot OLB332NG	1TKL03735GW031162

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CATEGORY : 30C- Live Bottom Trailers		
301643	Trl 16 Trlkg Live Bot OLB332NG	1TKL03737GW031163
301644	Trl 16 Trlkg Live Bot OLB332NG	1TKL03730GW031165
301650	Trl 16 Trlkg Live Bot OLB332NG	1TKL03739GW031164
301651	Trl 16 Trlkg Live Bot OLB332NG	1TKL03732GW031166
301652	Trl 16 Trlkg Live Bot OLB332NG	1TKL03734GW031167
301669	TRL 16 TRLKG LIVE BOT OLB332NG	1TKL03734GW078442
301676	TRL 16 TRLKG LIVE BOT OLB332NG2	1TKL03731GW031241
301877	Trl 18 Trlkg Live Bot OLB332NG2	1YKL03734JW075239
301878	Trl 18 Trlkg Live Bot OLB332NG2	1TKL03730JW075240
301879	Trl 18 Trlkg Live Bot OLB332NG2	1TKL03732JW075241
301880	Trl 18 Trlkg Live Bot OLB332NG2	1TKL03734JW075242
301881	Trl 18 Trlkg Live Bot OLB332NG2	1TKL03736JW075243
301882	Trl 18 Trlkg Live Bot OLB332NG2	1TKL03738JW075244
301888	Trl 18 Trlkg Live Bot OLB332NG2	1TKL03739JW105707
302035	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03738LW071861
302036	Trl 20 Trlkg Live Bot OLB332NG2	1TKL0373XLW071862
302037	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03731LW071863
302038	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03733LW071864
302059	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03737LW092541
302060	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03735LW092540
302061	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03739LW092539
302062	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03737LW092538
302063	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03735LW092537
302064	Trl 20 Trlkg Live Bot OLB332NG2	1TKL03733LW092536
CATEGORY : 30D- MOT & SURVEY & TPR Trailers		
301736	TRL 17 Covered Wagon CW6X12SA	53FBE121XHF032839
301848	Trl Boat 18 Continental JB127	1ZJBB1218JM107837
300717	TRL MOT 07 GAUTIER FABRICATION	1G9GS16277V185237
300726	TRL MOT 07 GAUTIER FABRICATION	1G9GS16207V185239
300732	TRL MOT 07 GAUTIER FABRICATION	1G9GS16277V185240
300737	TRL MOT 07 GAUTIER FABRICATION	1G9GS16297V185241
300760	TRL MOT 07 GAUTIER FABRICATION	1G9GS16227V185243
301808	Trl TPR 18 Forest River	5NHUNSV24JU119153
301902	Trl Utility TPR 19 Cargo Craft Tandem 7x16	4D6BU1623KA005405
CATEGORY : 30E- Paving Service Trailers		
309202	TRL Joint Heater '92 TRAILKING TRI-AX	1TKU02035NM020437
300102	TRL SERV 01 TRAILKING TRI-AX	1TKU020341M026854
300103	TRL SERV 01 TRAILKING TRI-AX	1TKU020321M026853
300201	TRL SERV 02 TRAILKING TRI-AX	1TKU022382M050931
301286	Trl Serv 12 TrailKing TK20LP-242 Dual-AX	1TKC02423CM047582
301287	Trl Serv 12 TrailKing TK20LP-242 Dual-AX	1TKC02427CM047584
301667	TRL Serv 16 Trail King TK20LP Tri-Ax	1TKC02424GR037684
301801	Trl Serv 18 TrailKing TK20LP-242 Dual-AX	1TKC02923JR095673
301802	Trl Serv 18 TrailKing TK20LP-242 Dual-AX	1TKC02925JR095674
301899	Trl Serv 18 TrailKing TK20LP-242 Dual-AX	1TKC0292XJR095671
301906	Trl Serv 18 TrailKing TK20LP-242 Dual-AX	1TKC0292XKR129223
301905	Trl Serv 19 TrailKing TK20LP-242 Dual-AX	1TKC02928KR129222
301530	Trl Serv15 Kaufman TRI-AX	5VGFH2337FL005614
CATEGORY : 30F- Grading Service Trailers		
300301	TRL 03 BREWER DUAL AX 82"X16'	4EDUS16243T000522
300384	Trl 03 Core Drill	REPC000377
300520	TRL 05 BREWER TRI AX 8'X 22'	4EDUS22225T000002
300531	TRL 05 EZ DUMPER BASS-1814	5H2S181495W011489
300612	TRL 05 EZ DUMPER BASS-1814	5H2S181475W011491

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CATEGORY : 30F- Grading Service Trailers		
300618	Trl 06 JDBuilt 510ECG PrsrWshr	JDB1326
300701	TRL 07 ROLLS RITE 14KP20TE	1R9PT20247M356095
301716	Trl 17 Big Tex 22K 30+5 HDTS	16VGX3520H6059570
301789	Trl 17 Triple Crown 6 X 12 TA	1XNU612T1H1078328
308806	Trl '88 Homemade	249587399
309601	TRL '96 CORE DRILL	
301246	Trl Eq 12 Big Tex 14ET-20BK	16VEX2029C3346165
301338	Trl Eq 13 Big Tex 60CH-16	16VCX1628D3D90980
301427	Trl Eq 14 Caliber	57BAG652XE1019702
301429	Trl Eq 14 Triple Crown	1XNU6X124E1048036
301546	Trl Eq 15 Big Tex 12ET	16VEX1829F3005609
301645	Trl Eq 16 Kaufman	5VGFD1424GL001288
302085	Trl Eq 20 Triple Crown	1XNBU1221L1101006
300516	TRL EQ.UTILITY 05 FOREST RIVER	5NHUFE0195U316807
300627	TRL Eq.Utility 06 Pace	4P2FB10136U066744
301531	Trl Eq.Utility 15 Forest River	5NHUNS622FU109985
300893	Trl for Curb Forms 08 Aspt	FLT6013ZZ
300203	TRL SCRAP 01	AXI-SHOP BUILT
301678	Trl Serv 16 BigTex 7x20 TA	16VEX2020G2046025
301896	Trl Serv 18 PJ Trailers	4P5P8242XJ1280378
301800	Trl Serv 18 TrailKing TK20LP-242 Dual-AX	1TKC02921JR095672
302086	Trl Serv 20 BigTex 6.5 x16	16VNX1621L3061106
301566	Trl Serv15 Triple Crown 7x24TA	1XNC24141F1062341
309401	TRL TACK WAGON '94 LEEBOY L250	L250T378
301247	Trl Utility 12 Big Tex 45LA-10BK	16VNX1023C3C33874
301666	Trl Utility 16 Cargo Craft Sgl Axle	4D6EB1017GA037042
301723	Trl Utility 17 Cargo Craft tandem	4D6EB2628HA038935
CATEGORY : 30G- Concrete Service Trailer		
300019	Trl 00 Corn Pro UT-18H Equipment	4MJU81829YE024351
300228	Trl 02 Crosley Sgl Axle	1C9BU10192S769738
309494	Trl '94 8x10 (Curb Pins)	NOVIN000083054594
301641	Trl Utility 16 Cargo Craft tandem	4D6EB2224GA036619
CATEGORY : 35A- Prime Trucks		
351554	Trk Prime ETNY CEN-2000 15 Ford F750	3FRXF7FJ7FV720579
351704	Trk Prime ETNY CEN-2000 17 KW T370	2NKHHM7X6HM166154
351705	Trk Prime ETNY CEN-2000 17 KW T370	2NKHHM7X0HM160544
351845	Trk Prime ETNY CEN-2000 18 KW T370	2NKHHM7X3JM181944
351883	Trk Prime ETNY CEN-2000 18 KW T370	2NKHHM7X7JM192008
351803	Trk Prime ETNY CEN-2000 18 PTRBLT 337	2NP2HM7X8JM457552
351409	Trk Prime L.B.MaxII 14 FrtIn M2106	1FVACXDT6EHFU3667
351411	Trk Prime L.B.MaxII 14 FrtIn M2106	1FVACXDT4EHFU3666
351677	Trk Prime L.B.MaxII 15 Int'l	3HAWAMMN8GL020493
351570	Trk Prime L.B.MaxII 16 FrtIn M2106	1FVACXDT0GHHL9798
351118	Truck Prime Etn 11 Ford F750	3FRXF7FJ4BV396436
CATEGORY : 35B- Water Trucks		
350639	Truck Water 06 Int'l 4200	1HTMPAFP06H325557
350727	Truck Water 07 Ford F650	3FRNF65E27V511046
350708	Truck Water 07 Ford F750	3FRXF75F57V512411
350752	Truck Water 07 Int'l	1HSWZSBN97J505079
350724	Truck Water 07 Int'l 4200	1HTMPAFP97H544793
350746	Truck Water 07 Kenworth	2NKMHD7X47M197464
350853	Truck Water 08 Peterbilt	2NPNHM6X08M759152
351532	Truck Water 15 Ford F750	3FRXF7FB2FV527958
351740	Truck Water 17 Kenworth T440	3BKBLJ0XXHF158738

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Equip#	Description	Serial#
CATEGORY : 35B- Water Trucks		
351826	Truck Water 18 PTRBLT 337	2NP2HM7X5JM476933
358769	Truck Water '87 Ford L8000	1FDYW8OU3HVA35208
258901	TRUCK WATER '89 IHC S-1600	1HTLAZPM0KH638523
359802	TRUCK WATER '98 GMC C-7500	1GDM7H1J1WJ509158
358365	Truck Water Tanker '83 Mack DM492S	1M2B112C1DA002449
CATEGORY : 35C- Tri-Axle Dump Trucks		
350649	Truck Dump 06 Freightliner	1FVHC5CV66HV97748
350750	Truck Dump 07 Mack CV713	1M2AG11C67M050267
350751	Truck Dump 07 Mack CV713	1M2AG11C87M050271
351732	Truck Dump 17 Peterbilt 567	1NPCXPEX1HD408608
351733	Truck Dump 17 Peterbilt 567	1NPCXPEX3HD408609
351734	Truck Dump 17 Peterbilt 567	1NPCXPEXXHD408610
351901	Truck Dump 19 Peterbilt 567	1NPCXPEX3KD611863
352034	Truck Dump 20 Peterbilt 567	1NPCXPEX2LD705959
352056	Truck Dump 20 Peterbilt 567	1NPCXPEX9LD705960
352057	Truck Dump 20 Peterbilt 567	1NPCXPEX0LD705961
352058	Truck Dump 20 Peterbilt 567	1NPCXPEX2LD705962
CATEGORY : 35D- Sand Trucks		
358803	TRUCK SAND '88 INT'L	1HTLAZPM3JH608012
359301	TRUCK SAND '93 INT'L 4700	1HTSCPLM2PH508296
CATEGORY : 35F- Sweeper/Vac Trucks		
350648	Truck Vac 06 Sterling Elgin	49HAADB46DW44649
CATEGORY : 50- Graders		
500009	Grader 00 Cat 140H	SZK05245
500001	GRADER 00 J.D.670CH	574903
500414	GRADER 04 CAT 12H	AMZ00453
500557	Grader 05 Cat 120H	CAF00500
501030	Grader 10 J.D.672GP	DW672GP627987
501242	Grader 12 J.D.672GP	1DW672GPCCE645382
501830	Grader 18 J.D.672G	1DW672GPPTHF684257
501852	Grader 18 J.D.672GP	1DW672GPCHF684135
CATEGORY : 55- Grading Rollers		
551135	ROLLER SD VIB 11 SAKIA SV505D	VSV16-50685
551336	ROLLER SD VIB 13 SAKIA SV505D	VSV16-50737
550201	ROLLER SD VIBO 02 SAKIA SV510D	VSV13-20105
550630	ROLLER SD VIBO 06 SAKIA SV505D	VSV16-40259
551168	Roller SD Vibo 11 VRM SD100D	226103
551269	Roller SD Vibo 12 VRM SD100D	226144
CATEGORY : 60- Dozers		
600302	Dozer 03 Cat D5N LGP	AKD00354
600303	Dozer 03 Cat D5N LGP	AKD00298
600692	Dozer 06 Cat D3GL	BYR01843
600694	Dozer 06 Cat D3GL	BYR01515
600695	Dozer 06 Cat D3GL	BYR01514
600629	DOZER 06 JD 450JLGP	T0450JX131607
600953	Dozer 09 Cat D6K	DHA01004
601708	Dozer 17 Cat D5K2	KY203417
CATEGORY : 65A- Tractors Lowboy		
650621	Truck L/B Tractor 06 Peterbilt	1XP5DBEX76N641510
650637	Truck Tractor 06 Mack CHN613	1M1AJ06Y06N002745

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Equip#	Description	Serial#
CATEGORY : 65A- Tractors Lowboy		
650749	Truck Tractor 07 Int'l 9400	2HSCNSCR37C504024
651322	Truck Tractor 13 Ptrblt 388	1XPWP4EX5DD164926
651527	Truck Tractor 15 Peterbilt	2XPTP4EXXFM258333
651862	Truck Tractor 18 Peterbilt 389	1XPXD40X2JD433190
652055	Truck Tractor 20 Peterbilt 389	1XPXP4EX7LD711892
CATEGORY : 65B- Tractors Flowboy		
651501	Truck Tractor 15 Int'l Prostar	1HSDJAPR7FH737352
651502	Truck Tractor 15 Int'l Prostar	1HSDJAPR9FH737353
651557	Truck Tractor 15 Mack CXU613	1M1AW02Y0FM051585
651558	Truck Tractor 15 Mack CXU613	1M1AW02Y2FM051586
651559	Truck Tractor 15 Mack CXU613	1M1AW02Y4FM051587
651560	Truck Tractor 15 Mack CXU613	1M1AW02Y6FM051588
651561	Truck Tractor 15 Mack CXU613	1M1AW02Y8FM051589
651562	Truck Tractor 15 Mack CXU613	1M1AW02Y4FM051590
651658	Truck Tractor 16 Peterbilt 567	1XPCCDP9X9GD358628
651659	Truck Tractor 16 Peterbilt 567	1XPCCDP9X9GD358629
651718	Truck Tractor 17 Peterbilt 567	1XPCCDP9X0HD408611
651719	Truck Tractor 17 Peterbilt 567	1XPCCDP9X2HD408612
651720	Truck Tractor 17 Peterbilt 567	1XPCCDP9X4HD408613
651721	Truck Tractor 17 Peterbilt 567	1XPCCDP9X6HD408614
651722	Truck Tractor 17 Peterbilt 567	1XPCCDP9X8HD408615
651723	Truck Tractor 17 Peterbilt 567	1XPCCDP9XXHD408616
651724	Truck Tractor 17 Peterbilt 567	1XPCCDP9X1HD408617
651725	Truck Tractor 17 Peterbilt 567	1XPCCDP9X3HD408618
651726	Truck Tractor 17 Peterbilt 567	1XPCCDP9X5HD408619
651727	Truck Tractor 17 Peterbilt 567	1XPCCDP9X1HD408620
651779	Truck Tractor 17 Peterbilt 567	1XPCCDP9X4HD448948
651780	Truck Tractor 17 Peterbilt 567	1XPCCDP9X6HD448949
651781	Truck Tractor 17 Peterbilt 567	1XPCCDP9X2HD448950
651782	Truck Tractor 17 Peterbilt 567	1XPCCDP9X4HD448951
651783	Truck Tractor 17 Peterbilt 567	1XPCCDP9X6HD448952
651784	Truck Tractor 17 Peterbilt 567	1XPCCDP9X8HD448953
651868	Truck Tractor 18 Peterbilt 567	1XPCCDP9X8JD465869
651869	Truck Tractor 18 Peterbilt 567	1XPCCDP9X4JD465870
651870	Truck Tractor 18 Peterbilt 567	1XPCCDP9X6JD465871
651871	Truck Tractor 18 Peterbilt 567	1XPCCDP9X8JD465872
651872	Truck Tractor 18 Peterbilt 567	1XPCCDP9XXJD465873
651873	Truck Tractor 18 Peterbilt 567	1XPCCDP9X1JD465874
652066	Truck Tractor 20 Peterbilt 567	1XPCCDP9X4LD713912
652067	Truck Tractor 20 Peterbilt 567	1XPCCDP9X4LD713909
652068	Truck Tractor 20 Peterbilt 567	1XPCCDP9X2LD713911
652069	Truck Tractor 20 Peterbilt 567	1XPCCDP9X0LD713910
652070	Truck Tractor 20 Peterbilt 567	1XPCCDP9X6LD713913
652071	Truck Tractor 20 Peterbilt 567	1XPCCDP9X8LD713914
652072	Truck Tractor 20 Peterbilt 567	1XPCCDP9X7LD710566
652073	Truck Tractor 20 Peterbilt 567	1XPCCDP9X9LD710567
652074	Truck Tractor 20 Peterbilt 567	1XPCCDP9X0LD710568
652075	Truck Tractor 20 Peterbilt 567	1XPCCDP9X2LD710569
CATEGORY : 70A- Paving Brooms		
701649	Broom Tractor 16 Massey MF4607M	M46070GJM74605
701674	Broom Tractor 16 Massey MF4607M	M46070GJM72020
701803	Broom Trctr 18 Mssy MF4607M	M46070JJM71901
701804	Broom Trctr 18 Mssy MF4607M	M46070JJM71902
701818	Broom Trctr 18 Mssy MF4607M	M46070JJM70605
701822	Broom Trctr 18 Mssy MF4607M	M46070JJM70701

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CATEGORY : 70A- Paving Brooms		
701823	Broom Trctr 18 Mssy MF4607M	M46070JJM70601
701824	Broom Trctr 18 Mssy MF4607M	M46070JJM70702
701833	Broom Trctr 18 Mssy MF4607M	M46070JJM70901
701854	Broom Trctr 18 Mssy MF4607M	M46070JJM72002
701855	Broom Trctr 18 Mssy MF4607M	M46070JJM72202
701667	Broom Trctr W/water 16 Massey MF4607M	M46070GJM72101
701675	Broom Trctr W/water 16 Mssy MF4607M	M46070GJM72035
701691	Broom Trctr W/water 16 Mssy MF4607M	M46070GJM74902
701701	Broom Trctr W/water 17 Mssy MF4607M	M46070HJM74101
701702	Broom Trctr W/water 17 Mssy MF4607M	M46070HJM74104
701707	Broom Trctr W/water 17 Mssy MF4607M	M46070HJM74001
701708	Broom Trctr W/water 17 Mssy MF4607M	M46070HJM74006
701795	Broom Trctr W/water 17 Mssy MF4607M	M46070HJM70101
CATEGORY : 70B- Grading Brooms		
701273	Broom Laymor 8C Sweepmaster	1DH31686
700907	Broom Tractor 09 Broce KR350	406325
701147	Broom Tractor 11 Broce Conv MK1	500125
701414	Broom Tractor 14 Massey MF4608	M46080DJK24511
701535	Broom Tractor 15 Massey MF4607M	M46070FJM74507
701536	Broom Tractor 15 Massey MF4607M	M46070FJM74607
701549	Broom Tractor 15 Massey MF4608	M46080EJK22823
701550	Broom Tractor 15 Massey MF4608	M46080FJK21213
701552	Broom Tractor 15 Massey MF4608	M46080FJK21331
701825	Broom Trctr W/water18 Mssy MF4607M	M46070JJM70903
CATEGORY : 70C- Boxblade Tractors		
701230	Boxbld Tracto 12 Kubota M6040HD-1 4x4	M6040D-85986
700204	BOXBLD TRACTOR 02 MASSEY 263-4	K12070
701288	Boxbld Tractor Massey Ferguson 30E	510252256 / 0634498
701285	Tractor Ford 260C Bush hog	BD13812
CATEGORY : 70D- Plant Brooms		
700715	BROOM TRACTOR 07 KUB L5240HSTC	30457
701226	Broom Tractor 12 KUB L5240HSTC-3	L5240D70975
701415	Broom Tractor 14 Massey MF4608	M46080DJK24820
701451	Broom Tractor 14 Massey MF4608	M46080EJK22732
701453	Broom Tractor 14 Massey MF4608	M46080EJK23138
700712	BROOM TRCTR 07 CHLNGR MT285B	JRB43807
701020	Broom Trctr Kub L5240HSTC-3	70230
CATEGORY : 72- Trailers		
729601	TRAILER 40' STEEL BOX	418525-5
729602	TRAILER 40' STEEL BOX	204150-0
728601	TRAILER '86 WILLIAM MOB OFFICE	CC-47886
728802	TRAILER '88 MOBILE OFC AREA	CC-98888-988
728801	TRAILER '88 MOBILE OFC LAB	CC-99088
729901	TRAILER '99 40X14 OFFICE	6064
728101	TRL OFFICE '81 KING 10X36	K09811632
728501	TRL OFFICE '85 WILLIAMS	CHO-781
729301	TRL STORAGE STROCK	SHOP BUILT
727001	TRL STORAGE '70 MILLER	U6536
727301	TRL STORAGE '73 STROCK	6U70657023
728001	TRL STORAGE '80 THURER	299584
728102	TRL STORAGE '81 GREAT DANE	43795
CATEGORY : 80A- Paving Foreman Pickup Trucks		

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Equip#	Description	Serial#
CATEGORY : 80A- Paving Foreman Pickup Trucks		
801544	Pickup 15 Ford F150	1FTEX1C8XFFB57193
801510	Pickup 15 Ford F250	1FT7X2A67FEC00183
801764	Pickup 17 Ford F250	1FT7W2AT6HED90358
801922	Pickup 19 Ford F150	1FTFW1E45KKD49463
801923	Pickup 19 Ford F150	1FTFW1E43KKD49462
801924	Pickup 19 Ford F150	1FTFW1E41KKD49461
801925	Pickup 19 Ford F150	1FTFW1E4XKKD49460
801926	Pickup 19 Ford F150	1FTFW1E49KKD49465
801933	Pickup 19 Ford F150	1FTFW1E47KKD49464
801914	Pickup 19 Ford F250	1FT7W2B63KEF17020
801919	Pickup 19 Ford F250	1FT7W2B62KEF17025
801943	Pickup 19 Ford F250	1FT7W2BT6KEC63261
801945	Pickup 19 Ford F250	1FT7W2BT8KEC63259
CATEGORY : 80B- Grading Foreman Pickup Trucks		
801778	Pickup 17 Ford F250	1FT7X2AT3HEC28636
801915	Pickup 19 Ford F250	1FT7W2B65KEF17021
801918	Pickup 19 Ford F250	1FT7W2B60KEF17024
801921	Pickup 19 Ford F250	1FT7W2B66KEF17027
801941	Pickup 19 Ford F250	1FT7W2BT6KEC63258
801942	Pickup 19 Ford F250	1FT7W2BT4KEC63260
CATEGORY : 80C- Quality Control Pickup Trucks		
801403	Pickup 14 Ford F250	1FT7X2A62EEB22409
801408	Pickup 14 Ford F250	1FT7X2A69EEB22410
801433	Pickup 14 Ford F250	1FT7X2A64EEB32343
801445	Pickup 14 Ford F250	1FT7X2A61EEB39458
801546	Pickup 15 Ford F250	1FT7X2A6XFEA99205
801602	Pickup 16 Ford F250	1FT7X2A65GEB29406
801639	Pickup 16 Ford F250	1FT7X2A63GEB61920
801758	Pickup 17 Ford F250	1FT7X2A66HEB88871
801763	Pickup 17 Ford F250	1FT7X2A66HEE12642
801928	Pickup 19 Ford F250	1FT7X2A65KEC39722
801929	Pickup 19 Ford F250	1FT7X2A67KEC39723
CATEGORY : 80D- Job Support Pickup Trucks		
801133	Pickup 11 Ford F150 Xcab	1FTEX1CM2BFC85967
801216	Pickup 12 Ford F250	1FT7X2A60CEA95594
801222	Pickup 12 Ford F250	1FT7X2A66CEB72310
801361	Pickup 13 Ford F150	1FTEX1CM4DKF87268
801302	Pickup 13 Ford F250	1FTBF2A6XDDEB55492
801463	Pickup 14 Ford F150	1FTEW1CM5EFC85842
801547	Pickup 15 Ford F150	1FTEX1EP9FKD75394
801564	Pickup 15 Ford F150	1FTEX1EP3FFC86624
801565	Pickup 15 Ford F150	1FTEX1EP6FFC87489
801571	Pickup 15 Ford F150	1FTEX1C88FKE81296
801576	Pickup 15 Ford F150	1FTEW1C87FFC70750
801511	Pickup 15 Ford F250	1FT7X2A69FEC00184
801513	Pickup 15 Ford F250	1FT7X2A69FEB75660
801529	Pickup 15 Ford F250	1FT7X2A63FEC31091
801628	Pickup 16 Ford F150	1FTEW1CP7GKD41414
801629	Pickup 16 Ford F150	1FTEW1C85GFA08968
801633	Pickup 16 Ford F150	1FTEW1CF7GFA87901
801650	Pickup 16 Ford F250	1FT7X2A60GEC40963
801654	Pickup 16 Ford F250	1FT7X2AT7GEC49441
801712	Pickup 17 Ford F250	1FT7X2A69HEC51462
801846	Pickup 18 Ford F150	1FTEX1EP1JKF99719

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Equip#	Description	Serial#
CATEGORY : 80D- Job Support Pickup Trucks		
801851	Pickup 18 Ford F150	1FTEX1CP2JFE59626
801820	Pickup 18 Ford F250	1FT7X2A69JEC36742
801916	Pickup 19 Ford F250	1FT7W2B67KEF17022
801917	Pickup 19 Ford F250	1FT7W2B69KEF17023
801920	Pickup 19 Ford F250	1FT7W2B64KEF17026
801927	Pickup 19 Ford F250	1FD7W2B60KEF53209
801944	Pickup 19 Ford F250	1FT7W2BT8KEC63262
CATEGORY : 85- Passenger Cars		
851528	SUV 15 Ford Expedition	1FMJK1KT7FEF29951
851505	SUV 15 FORD EXPLORER	1FM5K7D85FGB47094
851907	SUV 19 Ford Expedition	1FMJK1KT9KEA14928
851371	Van 13 Ford E350	1FBNE3BL7DDA27800
851622	Van 16 Ford	1FBZX2ZM6GKA37528
851719	Van 17 Ford Transit Wagon	1FBZX2ZM2HKA20663
CATEGORY : 95- Miscellaneous		
951110	100' x 24" TCI Stacking Conveyor	310156
951101	2010 12" Hydraulic Pump, John Deere 6068T Die	
951105	6" Centrifugal Pump w/1.5 HP Primer Pump, 40 HP	
951104	6" Centrifugal Pump, 40 HP WEG Electric Motor	
950402	AIRPORT RUNWAY CONTROL MARKER	991635
950403	AIRPORT RUNWAY CONTROL MARKER	991639
951740	Arrowboard 17 ProLine Traffic System	4NPU40815H5112303
951741	Arrowboard 17 ProLine Traffic System	4NPU40818H5112313
951742	Arrowboard 17 ProLine Traffic System	4NPU40811H5112363
950101	ASPHALT HEATER 01 MARATHON	MODEL HEPR-36
950003	ATTENUATOR 00 TMA 8290	
951655	Attenuator Trl 16 Vorteq TMA	1E9TC2310GA363172
951847	Boat 18 Tracker BUJ	BUJ42452F718
201239-a	Boom Attachment	WA320-3MCC4571
951815	Bulk Feeder 18 McEwen	N/A
951360	Compressor Trl 13 Sullair Cat 185DPQ	201312280028
951660	CONCRETE BUGGY 16 IHI SC-75	7302323
951532	CONVEYOR 15 KPI 50'	414736
959801	CONVEYOR '98 Superior 36X50	2930
959803	CONVEYOR '98 TRUCK UNLOADER	2865
950432	Forklift 04 Lull 644/42	18919
951176	Forklift 11 MCF P5000LP	AT3531969
951832	Forklift 18 Doosan G25N-7	FGA14-290-01398
958819	FORKLIFT '88 CLARK GPS25MC	GP138MC0007-6826FA
959506	Forklift '95 Toyota 2FG205	12284
951344	Forklift Mitsubishi AF14C	30006
950709	GANTRY 07 HARRINGTON 5 TON	PTF2050
950803	Gantry 08 Harrington 5 ton	Model PTF2050
959101	GANTRY '91 STRAD-L-LOAD	M382
950507	Genset 05 MQ DCA125USJ on trl	8500242
950923	Genset 09 Cat D100-6S on trl	D4B00808
951271	Genset 12 Cat 100KW on Trailer	E5A01078
950543	GOLF CART 05 E-Z-GO TXT	2264417
951405	GOLF CART 14 E-Z-GO RXV	5321330
951534	Impactor Trk Mt 15 KPI FT4250OC	414749
951237	LIGHT PLANT 12 DOOSAN	445688UHWE06
951238	LIGHT PLANT 12 DOOSAN	445689UHWE06
951240	LIGHT PLANT 12 DOOSAN	443267UGWE06
951241	LIGHT PLANT 12 DOOSAN	444277UGWE06
951506	LIGHT PLANT 15 WACKER LTN6L	24227140

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Equip#	Description	Serial#
CATEGORY : 95- Miscellaneous		
951507	LIGHT PLANT 15 WACKER LTN6L	24227141
951508	LIGHT PLANT 15 WACKER LTN6L	24227143
951656	LIGHT PLANT 16 WACKER LTN6L	24315705
951657	LIGHT PLANT 16 WACKER LTN6L	24315707
951612	LIGHT PLANT 16 WACKER NEUSON	5xfln0512gn000140
951613	LIGHT PLANT 16 WACKER NEUSON	5xfln0514gn000141
951066	Manlift 10 Genie S65	S65-22973
951268	Manlift 12 Genie S65	S65-22973
951269	Manlift 12 Genie S65	S65-22981
951365	Manlift 13 Genie S85	S85-10107
951367	Manlift 13 Genie S85	S8513-9746
951370	Manlift 13 Genie S85	S85-9771
951420	Manlift 14 Genie S65	S6014A-28349
951431	Manlift 14 Genie S85	S85-11359
950401	MANLIFT GENIE S-40 44FT BOOM	S40-929
951115	Mettler Toledo 100 Ton Electronic Scales	
959740	Mixer Soil Stabilizer '97 Bomag MPH100S	86189
951408	MULCHER 14 FECON BH74SS	00BH07010784
951773	MULE CART 17 KAWASAKI	JKBAFSD18HB504058
950742	PAVER HOPPER INSERT 07 ROADTEC	
950005	PUGMILL	
950944	Reclaimer09 Terex CMI RS350C	RS350211
951108	Roadrunner 133 x 115 Portable Impact Crusher	BEM01920
951533	Screen Plant Trk Mt 15 Astec GT205S	133721
950521	SPREADER CONIBEAR TAILGATE MNT	122040
951109	Titan 1800 Portable Tracked Power Screen	12101450
950320	Tri 03 Migh (for Genset)	4AGGU15264C035984
950618	Tri 06 Portable Silo	2011DEP1D002
950926	Tri 09 JRSF (for genset)	1J9TF16239F402037
951211	Tri 12 (for genset)	16MPF1128CD064313
950004	TRL MOBILE PRESSURE WASHER 00	27505010090002486
951735	UTILITY CART 17 J.D. TX PR15 4X2	1M04X2XDTHM120031
951857	UTILITY CART 18 J.D. TX PR15 4X2	1M04X2XDCKM140141
950103	WELDER ON TRAILER	R82425S191707B
CATEGORY : 95A- Quality Control Straight Edges		
950102	ROLLING STRAIGHT EDGE	
950104	ROLLING STRAIGHT EDGE	
950303	ROLLING STRAIGHT EDGE 03	11003
950304	ROLLING STRAIGHT EDGE 03	3403
950372	Rolling Straight Edge 03 Cline	REPC000379
950761	ROLLING STRAIGHT EDGE 07	NOVIN0200652245
950808	Rolling Straight Edge 08	NOVIN0200752506
950809	Rolling Straight Edge 08	NOVIN0200752524
951672	Rolling Straight Edge 16	NOVIN0201216743
951752	Rolling Straight Edge 17	NOVIN0201216744
951753	Rolling Straight Edge 17	NOVIN0201216745
951759	Rolling Straight Edge 17	NOVIN0201186568
958902	ROLLING STRAIGHTEDGE '89 CLINE	8909
CATEGORY : 95B- MTV		
951321	MTV 13 ROADTEC MTV-1000D	MTV-1000DX162
951605	MTV 16 Weiler E1250A	1152
951668	MTV 16 Weiler E1250A	W1159
951748	MTV 17 Roadtec MTV-1100E	MTV-1100EX4004
951790	MTV 17 Roadtec MTV-1100E	MTV-1100EX4006
951830	MTV 18 Weiler E1250B	1213

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
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AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

<u>INDIVIDUAL'S NAME</u>	<u>POSITION/OFFICE</u>	<u>TYPE OF WORK</u>	<u>YEARS</u>		<u>CAPACITY</u>
			<u>EXPERIENCE</u>		
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43		Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34		Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12		Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21		Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21		Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34		Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10		Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8		Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20		Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6		Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23		Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20		Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35		Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28		Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23		Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24		Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12		Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20		Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34		Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12		EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19		Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14		Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2		Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45		Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17		Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42		Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21		Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35		Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11		Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18		Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28		Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40		Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43		Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29		Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15		Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22		Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26		Senior Estimator

Type of Work:

- 5 Grading (Includes Clearing and Grubbing, Excavation and Embankment)
- 6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- 7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- 8 Portland Cement Concrete Paving
- 9 Hot Plant-Mixed Bituminous Structural and Surface Courses
- 10 Milling

Job Name	Customer Name	Airport	County	Customer Address	Contact Name	Contact Phone	Contact E-Mail	Completion
Naples Airport-Taxiway D Extension	Owen-Ames-Kimball Company	Naples Airport	Collier	11941 Fairway Lakes Dr. Fort Myers FL 33913	Dave Dale	239-561-4141	ddale@oakfl.com	2018
134-0253-CP(DF) TAXIWAY REHABILITATION PHASE I	Pinellas County Board of County Commissioners/St Petersburg Int'l Airport	St. Pete-Clearwater International Airport	Pinellas	14700 Terminal Blvd #221, Clearwater, FL 33762	Scott Varley	727-453-7830	svarley@fly2pie.co	2017
6160 Airfield Pavement Reconstruction and Replacement	Hillsborough County Aviation Authority	Tampa International Airport	Hillsborough	P. O. Box 22287, Tampa FL33622	Scott Nesbitt	813-870-7832	snesbitt@tampaairport.com	2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

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 Guy Hurley, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084		CONTACT NAME: Donna Griffiths PHONE (A/C, No, Ext): (248) 519-1439 E-MAIL ADDRESS: dgriffiths@ghbh.com FAX (A/C, No): (248) 519-1401	
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Co. A+XV 25658 INSURER B: XL Insurance America Inc. A+ XV 24554 INSURER C: ACIG Insurance Company A VIII 19984 INSURER D: Travelers Prop Casualty Co. A+XV 25674 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 All Lines Dan 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VTC2KCO8A097342	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> XCU Coverage Included						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 4,000,000
OTHER:								\$
A	AUTOMOBILE LIABILITY			VTC2KCAP8A097354	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			US00091416LI19A	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000004619	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Inland Marine			QT6308A099255	6/1/2019	6/1/2020	Leased/Rented	\$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE	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 Richard McGregor/WEAL <i>Richard McGregor</i>

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ACORD 25 (2014/01)
INS025 (201401)

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February 13, 2020

RE: Ajax Paving Industries of Florida, LLC

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of \$200,000,000.00 per single project and \$500,000,000.00 in aggregate. Liberty Mutual Insurance Company is licensed to business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is \$1,289,139,000.00.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY



Holly Nichols, Attorney-in-fact



FORM 6: BID BOND

BID BOND NO. N/A

Ajax Paving Industries of Florida, LLC.

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and Liberty Mutual Insurance Company, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the sum of \$ Five Percent of the Amount of Bid----- (\$ --5%--) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 30th day of April, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-34MMW, Airside Pavement Rehabilitation – Southwest Florida International Airport.

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written agreement, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the Authority as well as other insurance as may be required by the Authority within ten (10) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the difference between the amount of the bid of said Principal and the amount for which said Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: Ajax Paving Industries of Florida, LLC.

(Principal)

Christie Alvarado

(By)

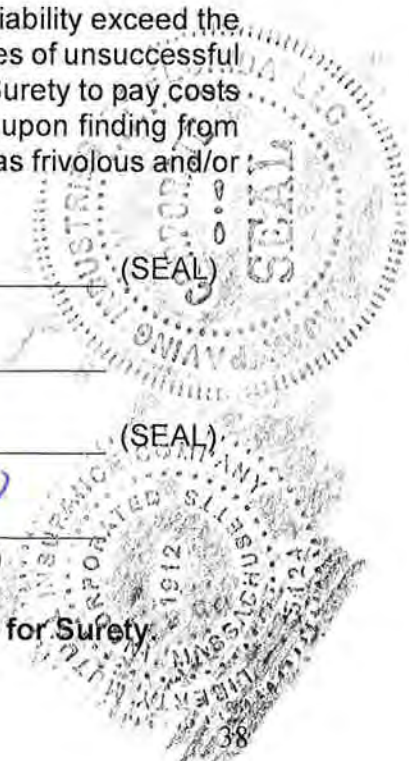
Witness as to Surety: Liberty Mutual Insurance Company

(Surety's name)

Holly Nichols

Holly Nichols (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198083-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Anne Barick; Robert D. Heuer; Paul M. Hurley; Michael D. Lechner; Mark Madden; Richard S. McGregor; Holly Nichols; Jason Rogers

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect, and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2020



By: Renee C. Llewellyn, Assistant Secretary



PART G – FORMS Note: This form must be submitted with the bidder's bid submittal
FORM 1: BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, project information, grant requirements, Davis Bacon Wage Rates, DBE, insurance and bond requirements, special conditions, general conditions and plans and technical specifications. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum No. 1; dated April 1, 2020 Addendum No. 2; dated April 15, 2020
Addendum No. 3; dated April 21, 2020 Addendum No. 4; dated April 24, 2020

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least **180** calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

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

<u>Ajax Paving Industries of Florida, LLC</u>	<u>One Ajax Drive</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>Christie Alvaro</u>	<u>North Venice, FL 34275</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Christie Alvaro - Asst. Corp. Secretary</u>	<u>941-486-3600 / 941-486-3500</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>26-1871966</u>	<u>dsardella@ajaxpaving.com</u>
FEDERAL IDENTIFICATION #	EMAIL ADDRESS

State of: Florida

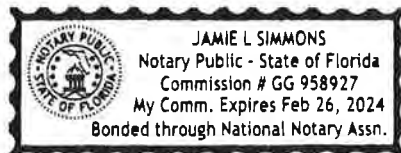
County of: Sarasota

This foregoing instrument was acknowledged before me this 20th day of April, 2020, by Christie Alvaro, who is personally known to

me or produced n/a - (personally known) as identification.

Jamie L. Simmons
Signature of Notary

Serial/Commission No. _____



REVISED FORM 2 - ADDENDUM 4

OFFICIAL BID FORM - This form must be submitted with the bidder's bid submittal

RFB20-34MMW

BIDDER: Ajax Paving Industries of Florida, LLC

BID DUE DATE: THURSDAY, APRIL 30, 2020
PRIOR TO 2:00 P.M. LOCAL TIME

Lee County Port Authority Purchasing Office
 Southwest Florida International Airport
 11000 Terminal Access Road, Suite 8671
 Fort Myers, Florida 33913

The undersigned, hereinafter called "bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary to perform:

**REHABILITATION OF TAXIWAYS A, F, and G2
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

in full accordance with the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:

ITEM NO.	TECH. SPEC.	ITEM DESCRIPTION	Bidder's Company Name			
			UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID PRICE
1 **	M-107-1	GROUT INJECTION PIPE INSTALLATION	LF	2,064	34.70	71,620.80
2 **	M-107-2	SUBSURFACE PRESSURE GROUTING	CY	200	273.00	54,600.00
3 **	P-401-1	HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE	TON	21,976	116.80	2,566,796.80
4 **	P-401-2	HOT MIXED ASPHALT PAVEMENT, BASE COURSE	TON	1,426	124.90	178,127.40
5 **	P-401-3	HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE	TON	22,752	122.90	2,796,220.80
6 **	P-620-1	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH TYPE I GLASS BEADS (YELLOW, WHITE, RED))	SF	107,816	1.20	129,379.20
7 **	P-620-2	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (BLACK)	SF	90,488	0.98	88,678.24
8 **	P-620-3	TEMPORARY RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (YELLOW, WHITE, RED)	SF	72,533	0.65	47,146.45
9 **	P-620-4	RUNWAY AND TAXIWAY PAINT REMOVAL	SF	46,910	1.90	89,129.00

10	C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1	43,350.00	43,350.00
11	C-105-1	MOBILIZATION	LS	1	563,000.00	563,000.00
12	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	8125.00	8125.00
13	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1	360,000.00	360,000.00
14	M-102-2	SUPPLY AND MAINTENANCE OF RUNWAY CLOSURE MARKERS	EA	2	21,755.00	43,510.00
15	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1	162,550.00	162,550.00
16	M-104-1	SAFETY AND SECURITY	LS	1	45,350.00	45,350.00
17	P-101-1	FULL DEPTH ASPHALT PAVEMENT REMOVAL	SY	8,352	5.95	49,494.40
18	P-101-2	BITUMINOUS PAVEMENT MILLING (UP TO 3" DEEP NOMINAL)	SY	187,230	1.85	346,375.50
19	P-101-3	CRACK SEALING	LF	60,000	2.10	126,000.00
20	P-151-1	CLEARING & GRUBBING	SY	2,484	9.85	24,467.40
21	P-152-1	UNCLASSIFIED EXCAVATION	CY	2,511	16.30	40,929.30
22	P-152-2	12" COMPACTED SUBGRADE	SY	11,746	9.10	106,888.60
23	P-211-1	LIME ROCK BASE COURSE, 10" THICK	SY	11,746	24.75	290,713.50
24	S-106-1	GEOTEXTILE FABRIC MOISTURE BARRIER	SF	75,168	0.33	24,805.44
25	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	57,635	2.05	117,151.75
26	T-904-1	SODDING	SY	17,522	2.25	39,424.50
27	T-905-1	TOPSOIL (FURNISHED FROM OFF THE SITE)	CY	1,945	25.10	48,819.50
28	L-100-5.1	ALCMS MODIFICATIONS	ALLOW	1	\$20,000	\$20,000.00
29	L-100-5.2	ALCMS MODIFICATIONS CONTRACTOR EFFORT	LS	1	5415.00	5415.00
30	L-100-5.3	ELECTRICAL DEMOLITION	LS	1	107500.00	107500.00
31	L-100-5.4	EXISTING VAULT MODIFICATIONS	LS	1	9000.00	9000.00
32	L-100-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	9800.00	9800.00
33	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	304,170	1.57	477,546.90
34	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	2,266	1.45	3285.70
35	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	454	5.85	2655.90
36	L-110-5.2	CONCRETE ENCASED 1-WAY 2" CONDUIT	LF	796	25.70	20457.20
37	L-110-5.3	NON-ENCASED 2-WAY 4" DUCT	LF	550	15.95	8722.50
38	L-110-5.5	NON-ENCASED 12-WAY 4" DUCT	LF	260	68.10	17706.00
39	L-125-5.1	L-852A(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	229	1758.00	402582.00
40	L-125-5.2	L-852B(L) LED IN-PAVEMENT TAXIWAY CENTERLINE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-868 BASE CAN	EA	654	1678.00	1,097,412.00
41	L-125-5.3	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN	EA	605	780.00	471,900.00
42	L-125-5.4	NEW SIZE "B" L-867 BASE CAN FOR ANY NEW ELEVATED FIXTURE IN NEW PAVEMENT	EA	7	1535.00	10,745.00
43	L-125-5.5	NEW SIZE "B" L-868 BASE CAN FOR ANY NEW IN-PAVEMENT FIXTURE IN NEW PAVEMENT	EA	13	2355.00	30,615.00
44	L-125-5.6	ADJUST EXISTING SIZE "B" L-867 BASE CAN TO NEW FINISH GRADE	EA	56	627.45	35,137.20

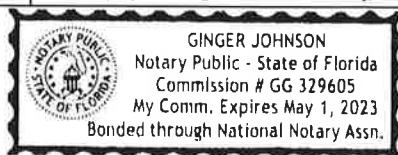
45	L-125-5.7	NEW SIZE 3 2-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	13	5000 ⁰⁰	-\$0.00 425,000.00
46	L-125-5.8	NEW SIZE 3 3-MODULE SIGN ON NEW OR EXISTING CONCRETE FOUNDATION	EA	29	5400 ⁰⁰	\$0.00 1,56,600.00
47	L-125-5.9	NEW CONCRETE FOUNDATION FOR SIZE 3 2-MODULE SIGN	EA	2	4125 ⁰⁰	\$0.00 8,250.00
48	L-140-6.1	24 STRAND FIBER OPTIC CABLE	LF	550	4.15	\$0.00 2,282.50
49	L-140-6.2	(3)-1.25 INNERDUCT	LF	550	5.55	\$0.00 3,052.50
GRAND TOTAL BID NUMBER :						\$0.00 11,429,148.98

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities to the degree he/she deems necessary in order to submit a lump sum bid. Quantities and unit prices will NOT be used to determine award in any case. The Grand Total Bid Number only will be used for consideration of low bid award. This is not a unit price contract. Unit prices highlighted in GREEN may be used to make contract adjustments ONLY in the event of a change in the work as approved by the owner. There will be NO adjustments for errors of quantity take offs or variations caused by existing conditions regardless of bidder's basis of information.

Bidder must bid on all bid items. Any bidder not bidding all bid items will be considered nonresponsive and disqualified.

FAA Advisories to be followed (or newer version as updated by FAA): FAA AC 150/5370-2G Operational Safety on Airports During Construction, FAA AC 150/5200-18C Airport Safety Self Inspection, FAA AC 150/5210-5D Painting, Marking & Lighting of Vehicles Used on an Airport, FAA AC 150/5200-33B Hazardous Wildlife Attractants on or Near Airports.

	NOTES / INSTRUCTIONS:
	1) All bidders are required to hold their bid prices for 180 days after the date bids are due. Bidder shall provide a Bid Bond with their bid submittal. Bid Bonds shall be provided in the amount of 5% of the Grand Total Bid Number.
	2) Contractor shall submit a complete bid including pricing for the entire scope of work and by providing unit costs for each item indicated herein. It shall be the bidder's sole responsibility to ensure formatting and mathematical calculations be precise and correct. Bidders shall provide prices for <u>all</u> items to be considered a complete and responsive bid.
	3) Basis for ranking of bids shall be determined by a number of factors including but not limited to the Grand Total Bid Number for all items within the bid schedule.
	4) The bidder shall provide a Unit Price and the extended Bid Price for each line item in the bid schedule. Failure to follow bid instructions may be grounds for bid rejection.
	5) Prospective responsive low bidder (based on Grand Total Bid Number) will enter into a lump sum contract with the Lee County Port Authority.
	6) Estimated quantities herein are published solely for the purpose of establishing the basis for lump sum bid award. Quantities provided that are NOT highlighted in green are for information only. Bidders are solely responsible for verification of contract quantities NOT highlighted in GREEN. Quantities provided that are highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record.
	7) The project will be awarded as a lump sum contract according to the low responsive bidders provided Grand Total Bid Number. The Lee County Port Authority desires to make appropriate adjustments to only those item numbers highlighted in GREEN (also indicated with **) at the appropriate time. The pay items highlighted in GREEN shall be compensated based upon the final field verified quantity installed in place, assuming placement / installation of said items is deemed compliant to design intent by the CEI and Engineer of Record. Specification C-110 Percent Within Limits (PWL) calculations will be used for acceptance of material associated with Hot Mix Asphalt Pavement.
	8) Specification C-105-1 Mobilization shall be limited to 10 percent of the Grand Total Bid Number.
	9) The bidder proposes to furnish all material, equipment and labor to execute all work associated with the project.
	10) All project design documents and specifications take precedence over any bid notes mentioned herein.



Ginger Johnson

Christie Howard



**REVISED FORM 2
REVISED OFFICIAL BID FORM (Page 4 of 4)**

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met. Each bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. 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 Bidder's response and may affect the LCPA's determination of responsiveness.

Project Information and Reference

1. Ajax Paving Industries of Florida, LLC
BIDDER NAME

<u>Rehab of Runway 5-23 & Asoc. Taxiways</u>	<u>Page Field</u>
<u>TAXIWAY OR RUNWAY PROJECT NAME</u>	<u>AIRPORT NAME</u>
<u>2018</u>	<u>\$9,186,876.99</u>
<u>YEAR PROJECT STARTED/COMPLETED</u>	<u>DOLLAR VALUE OF CONSTRUCTION</u>
<u>Dave Dale</u>	<u>President</u>
<u>AIRPORT CONTACT NAME</u>	<u>POSITION HELD ON PROJECT</u>
<u>President</u>	<u>11941 Fairway Lakes Dr.</u>
<u>AIRPORT CONTACT CURRENT TITLE</u>	<u>CURRENT ADDRESS</u>
<u>Fort Myers, FL 33913</u>	<u>239-561-4141</u>
<u>CURRENT CITY, STATE ZIP CODE</u>	<u>CURRENT TELEPHONE #</u>
<u>ddale@oakfl.com</u>	
<u>CURRENT EMAIL</u>	

2. Ajax Paving Industries of Florida, LLC
BIDDER NAME

<u>6160 "AIRFIELD PAVEMENT RECONSTRUCTION AND REPLACEMENT"</u>	<u>Tampa International Airport</u>
<u>PROJECT NAME</u>	<u>AIRPORT NAME</u>
<u>2017/2018</u>	<u>\$16,776,318.56</u>
<u>YEAR PROJECT STARTED/COMPLETED</u>	<u>DOLLAR VALUE OF CONSTRUCTION</u>
<u>Scott A. Nesbitt</u>	<u>Senior Project Director</u>
<u>AIRPORT CONTACT NAME</u>	<u>POSITION HELD ON PROJECT</u>
<u>Senior Project Director</u>	<u>P.O. Box 22287</u>
<u>AIRPORT CONTACT CURRENT TITLE</u>	<u>CURRENT ADDRESS</u>

Tampa, FL 33622
CURRENT CITY, STATE ZIP CODE

813-870-7832
CURRENT TELEPHONE #

SNesbitt@TampaAirport.com
CURRENT EMAIL



FORM 3: LOBBYING AFFIDAVIT

Note: This form must be submitted with the bidder's bid submittal

Christie Alvaro, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid 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 competitive solicitation.

Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR, Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: Christie Alvaro
Christie Alvaro, Asst. Corp. Secretary

Date: April 23, 2020



State of: Florida

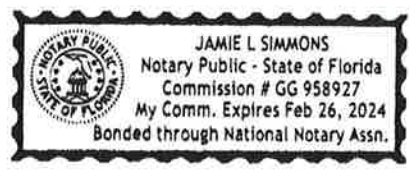
County of: Sarasota

This foregoing instrument was acknowledged before me this 23rd day of April, 20 20 by Christie Alvaro, who is personally known to

me or produced n/a - (personally known) as identification.

Jamie L. Simmons
Signature of Notary

Serial/Commission No. _____





FORM 4: PUBLIC ENTITY CRIMES FORM

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

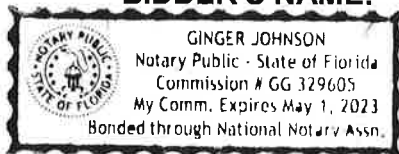
A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or 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 vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

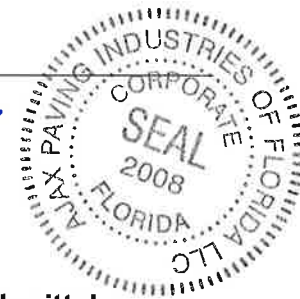
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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.

BIDDER'S NAME:

Ajax Paving Industries of Florida, LLC



Christie Alvarado
Ginger Johnson



Note: This form must be submitted with the bidder's bid submittal



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid 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, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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 CONTRACTING OFFICER 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 PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christie Alvaro
Authorized Signature _____
Christie Alvaro, Asst. Corp. Secretary



State of: Florida

County of: Sarasota

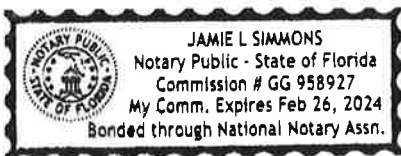
This foregoing instrument was acknowledged before me this 23rd day of April, 2020 by Christie Alvaro, who is personally known to

me or produced n/a - (personally known) as identification.

Jamie L. Simmons
Signature of Notary _____

Serial/Commission No. _____

Note: This form must be submitted with the bidder's bid submittal





FORM 9: Utilization Statement: Disadvantaged Business Enterprise (DBE). Note: This form must be submitted with the bidder's bid submittal

By completing this form Bidders must identify and document whether they will meet the Port Authority's DBE participation goal for this project (14%), and if not, Bidders should identify and document its good faith efforts to meet the goal, as set forth in 49 CFR, Appendix A, Subpart C 26.53.

CERTIFIED DBE(s) LIST

DBE Firm Name(s)	\$ Value of Work	Percent of Total Project
1. <u>Ongrade Contracting, Inc.</u>	\$ <u>1,605,000.00</u>	<u>14.04</u> %
Type of Work/Specialty: <u>Site work + misc mat/security</u>		
2. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
3. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
4. _____	\$ _____	_____ %
Type of Work/Specialty: _____		
5. _____	\$ _____	_____ %
Type of Work/Specialty: _____		

Attach Additional Sheets as Necessary

The undersigned bidder has satisfied the requirements of the bid conditions in the following manner. (Please mark appropriate box)

- The bidder is committed to a minimum of 14 % DBE utilization on this project.
- The bidder, while unable to meet the established goal, hereby commits to a minimum of _____% DBE utilization on this project and also submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Value of Base Bid	\$ <u>11,429,648.98</u>
Total of DBE Subcontract(s) Work	\$ <u>1,605,000.00</u>

Print Bidder's/Offeror's Company Name	<u>Ajax Paving Industries of Florida, LLC</u>
Print Name of Authorized Representative	<u>Christie Alvaro</u>

Company Address:	<u>Ajax Paving Industries of Florida, LLC</u>		
	City: <u>North Venice</u>	State: <u>FL</u>	Zip Code: <u>34275</u>
Phone Number :	<u>941-486-3600</u>	E-mail:	<u>dsardella@ajaxpaving.com</u>

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 26.55(b) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Lee County Port Authority and the CM for this project.

Christie Alvaro
 Signature of Authorized Representative: Christie Alvaro, Asst. Corp. Secretary Date April 23, 2020





DBE Letter of Commitment – 02/25/2020JR

FORM 11: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY. Submission of this form is **REQUIRED** with bid submittal.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:**
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- Bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type**



4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

April 28, 2020

Date

Ajax Paving Industries of Florida, LLC

Company Name

Christie Alvaro

Signature

Christie Alvaro, Asst. Corp. Secretary

Title



[END OF FORM]



FORM 12: CERTIFICATE OF BUY AMERICAN COMPLIANCE-MANUFACTURED PRODUCTS. Submission of this form with bidder's bid submittal is REQUIRED.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic product.
 - To furnish U.S. domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- Detailed cost information for total project using U.S. domestic product
- Detailed cost information for total project using non-domestic product



False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

April 21, 2020

Date

Ajax Paving Industries of Florida, LLC

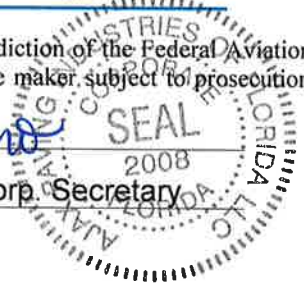
Company Name

A handwritten signature in blue ink that reads "Christie Alvaro".

Signature

Christie Alvaro, Asst. Corp. Secretary

Title



[END OF FORM]



FORM 13: CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Submission of this form with bidder's bid submittal is REQUIRED.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

April 21, 2020
Date
Ajax Paving Industries of Florida, LLC
Company Name

Christie Alvaro
Signature
Christie Alvaro, Asst. Corp. Secretary
Title



FORM 14: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign



country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature of bidder: Christie Alvaro
Christie Alvaro, Asst. Corp. Secretary





[END OF FORM]





**RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filing of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:

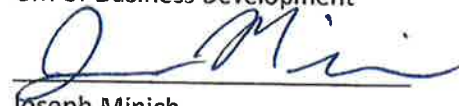

Michael A. Horan,
Chief Executive Officer/Manager


Vince Hafeli
President


Scott Pittman
Vice President of Operations North Region


Andre DeCraene
Vice President of Operations South Region


David Reid
GM of Business Development


Joseph Minich
Area Manager Tampa


Felipe Jaramillo
Alternative Contracting Project Manager



Steve Ayers
Alternative Contracting Project Manager

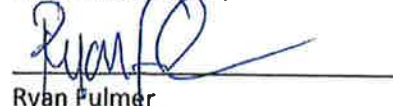

Matt Desotell
Area Manager Ft. Myers


Matt Horan
Area Manager Sarasota


Natalie Woody
Secretary/Treasurer


Christie Alvaro
Assistant Secretary


Jamie Simmons
Assistant Secretary


Ryan Fulmer
Director of Finance



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

12/19/2018

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

AJAX PAVING INDUSTRIES OF FLORIDA LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747

Sincerely,

A handwritten signature in black ink, appearing to read "Stefan Kulakowski".

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 12/19/2021

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

CONTRACTOR'S COMPANY WIDE EEO REPORT

1. REPORT FOR PAY PERIOD INCLUDING: March 20 th <input type="checkbox"/> June 20 th <input type="checkbox"/> September 20 th <input type="checkbox"/> December 20 th <input checked="" type="checkbox"/> YEAR: 2019	2. NAME AND FLORIDA HOME OFFICE ADDRESS Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice, FL 34275 3. FEID # OR FDOT VENDOR # 26-1871966
---	---


4. FLORIDA CONSTRUCTION EMPLOYMENT

JOB CATEGORIES	TABLE A																TABLE B			
	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK (Not of Hispanic Origin)		HISPANIC		AMERICAN INDIAN or ALASKAN NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIF ISL		TWO OR MORE RACES		WHITE (Not of Hispanic Origin)		On-The-Job Trainees (OJT)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)	0	0	0	0																
SUPERVISORS	0	0	0	0																
FOREMEN/WOMEN	12	1	2	0	1		1										10	1		
ADMINISTRATIVE SUPPORT	0	0	0	0																
EQUIPMENT OPERATORS	109	3	55	1	31	1	24										54	2	2	
MECHANICS	13	0	3	0	1		2										10			
TRUCK DRIVERS	48	0	15	0	7		7		1								33			
IRONWORKERS	0	0	0	0																
CARPENTERS	3	0	3	0	1		2													
CEMENT MASONS	9	0	9	0	5		4													
ELECTRICIANS	2	0	1	0			1										1			
PIPEFITTERS, PLUMBERS	4	0	3	0	3												1			
PAINTERS	0	0	0	0																
LABORERS, SEMI-SKILLED	33	1	20	1	12		8	1									13		3	
LABORERS, UNSKILLED	58	2	30	1	18	1	12										28	1		
TOTALS	291	7	141	3	79	2	61	1	1	0	0	0	0	0	0	0	150	4		

TABLE C																OJT TOTALS	
																M	F
On-The-Job Trainees (OJT)																5	0

5. IF ANY EMPLOYEES REPORTED IN 'TABLE A' ARE APPRENTICES, NAME OF THE PROGRAM, JOB CATEGORY, COUNT, RACE & SEX.

6. SUMMARIZE ALL HIRES FOR THE REPORTING PERIOD BY JOB CATEGORY, RACE, SEX (USE ADDITIONAL SHEET IF NEEDED).
 NEW HIRE REPORTING PERIODS ARE: JAN 1-MAR 30 OR APR 1-JUN 30 OR JULY 1-SEP 30 OR OCT 1-DEC 31
 See attached.

	PRINTED NAME-FIRST/LAST	EMAIL ADDRESS	PHONE	SIGNATURE	DATE
7. PREPARER	Linda Bailey	lbailey@ajaxpaving.com	(941) 486-3383		1/17/2020
8. REVIEWER					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NOTIFICATION TO FDOT OF EEO OFFICER

275-021-13
 EQUAL OPPORTUNITY
 04/14

Directions: Email the fully completed and signed form to eeoforms@dot.state.fl.us

Section 1: COMPANY IDENTIFICATION

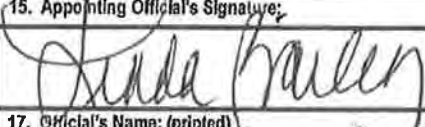
1. Contractor Name: AJAX Paving Industries of Florida LLC		2. FEID No.: 26-1871966	
3. Home Office Mailing Address: (street) One Ajax Drive		4. Home Office Mailing Address: (city, state, zip) North Venice, FL 34275	
5. Main Phone Number: (941) 486-3600		6. Fax Number: (941) 486-3500	
7. What is being Changed?	Initial EEO Officer Notice to FDOT <input type="checkbox"/> Yes <input type="checkbox"/> No	New Person Appointed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Appointee Changed Name <input type="checkbox"/> Yes <input type="checkbox"/> No
	Contact Data Changed <input type="checkbox"/> Yes <input type="checkbox"/> No		

Section 2: EEO OFFICER IDENTIFICATION

8. Name of EEO Officer: (first name, middle initial, last name) Linda Bailey		9. EEO Officer's Working Title: EEO Officer	
10. Work Address of EEO Officer: (street) One Ajax Drive		11. Work Address of EEO Officer: (city, state, zip) North Venice, FL 34275	
12. EEO Officer Phone Number: (941) 486-3600		13. EEO Officer Fax Number: (941) 486-3500	
14. EEO Officer email address: lbailey@ajaxpaving.com			

Section 3: SIGNATURE OF CORPORATE OFFICIAL

As required in the Equal Employment Opportunity Special Provisions included in Federally Funded Highway Construction Contracts and as required in the Equal Employment Opportunity Requirements included in all State funded highway construction contracts, this official notice of EEO Officer appointment (and/or update) is made to the Florida Department of Transportation and the U.S. Federal Highway Administration (FHWA). I understand that additional information regarding the EEO Officer, the EEO Policy and other aspects of the construction contract compliance program may be found in the EEO Construction Contract Compliance Workbook.

15. Appointing Official's Signature: 		16. Date: (Mo/Day/Yr.) 12/17/2018	
17. Official's Name: (printed) Linda Bailey		18. Official's Title: (printed) EEO Officer	

(This Section For FDOT Use) Section 4: Processing of Notification

19. Processed by: (First and Last Name) 		20. Date Processed: (mo/day/yr) 12/18/18	
DISTRIBUTION: Original to FDOT Central EO Office Files; Copy: Mailed to Contractor			
UPDATE ACTION: Input In EOR System			



Employment Eligibility Verification

Welcome
Ingrid Delaney

User ID

Last Login
01:31 PM - 01/11/2016

Log Out



Click any for help

- [Home](#)
- My Cases**
- [New Case](#)
- [View Cases](#)
- [Search Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- My Company**
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- My Reports**
- [View Reports](#)
- My Resources**
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Share Ideas](#)
- [Contact Us](#)

Company Information

Company Name: Ajax Paving Industries of Florida, LLC

[View / Edit](#)

Company ID Number: 390402

Doing Business As (DBA) Name:

DUNS Number: 032436479

Physical Location:

Address 1: One Ajax Drive

Address 2:

City: North Venice

State: FL

Zip Code: 34275

County: SARASOTA

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 261871966

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 2

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ajax Paving Industries of Florida, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

One Ajax Drive

Requester's name and address (optional)

6 City, state, and ZIP code

North Venice, FL 34275

7 List account number(s) here (optional)

Print or type. See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
2	6	-	1	8	7	1	9	6	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Michael J. Moran*

Date ▶ *12/10/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has a legal responsibility to comply with the **United States Department of Transportation's (US DOT)** regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over-the-counter).
- C. Abuse of alcohol.
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Should any of the above mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective means to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drug or alcohol detection.



Michael A. Horan
President



Ajax Paving Industries of Florida, LLC

NORTH VENICE OFFICE

One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE

13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TAMPA OFFICE

5100 West Lemon Street, Suite 106
Tampa, FL 33609
813.769.1990
813.769.1991 Fax

HOT-MIX ASPHALT PLANTS

NORTH VENICE PLANT 1

One Ajax Drive
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2

40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3

12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4

7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5

11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750 Fax

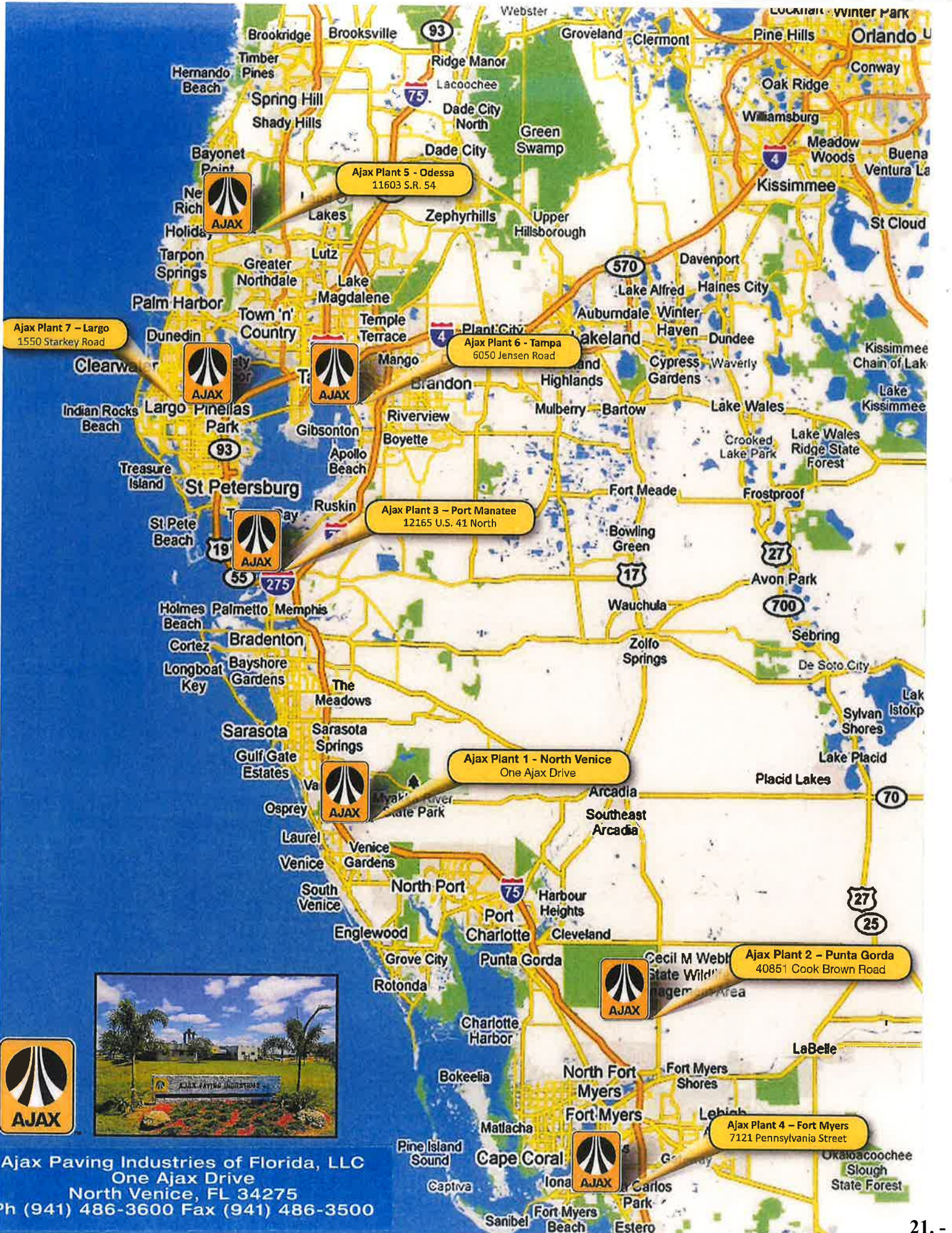
TAMPA PLANT 6

6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7

1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

www.ajaxpaving.com



Ajax Paving Industries of Florida, LLC
 One Ajax Drive
 North Venice, FL 34275
 Ph (941) 486-3600 Fax (941) 486-3500

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of \$2,382,138 to provide Construction Management and Construction Engineering Inspection Services associated with the Rehabilitation of Airside Pavement Project at RSW
2. **FUNDING SOURCE:** Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.50
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides Construction Management and Construction Engineering Inspection Services for the project.

5. **CATEGORY:** 22.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

Southwest Florida International Airport (RSW) 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, and segments of Parallel Taxiway A and Taxiway G2, as well as airfield lighting upgrades.

As the Board selected Construction Manager, Owen-Ames-Kimball has completed preconstruction services during the design phase activities and assisted in the competitive bidding of the project for construction. As a result, staff has negotiated a contract for Owen-Ames-Kimball to provide Construction Management and Construction Engineering Inspections services during the construction of Taxiway F, Taxiway A, and Taxiway G2. These services include:

- Acting as an extension of staff, Owen-Ames-Kimball will provide general oversight of all aspects of the construction phase

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

- Project schedules and budgets
- Schedule and conduct preconstruction and weekly progress meetings
- Coordination with the FAA and FDOT on all matters
- Insure compliance with all LCPA agreements
- Review of shop drawings
- Review and processing of construction pay applications
- Field design changes and engineering review
- Perform quality assurance testing
- DBE tracking and reporting
- Project inspections
- Dispute resolution

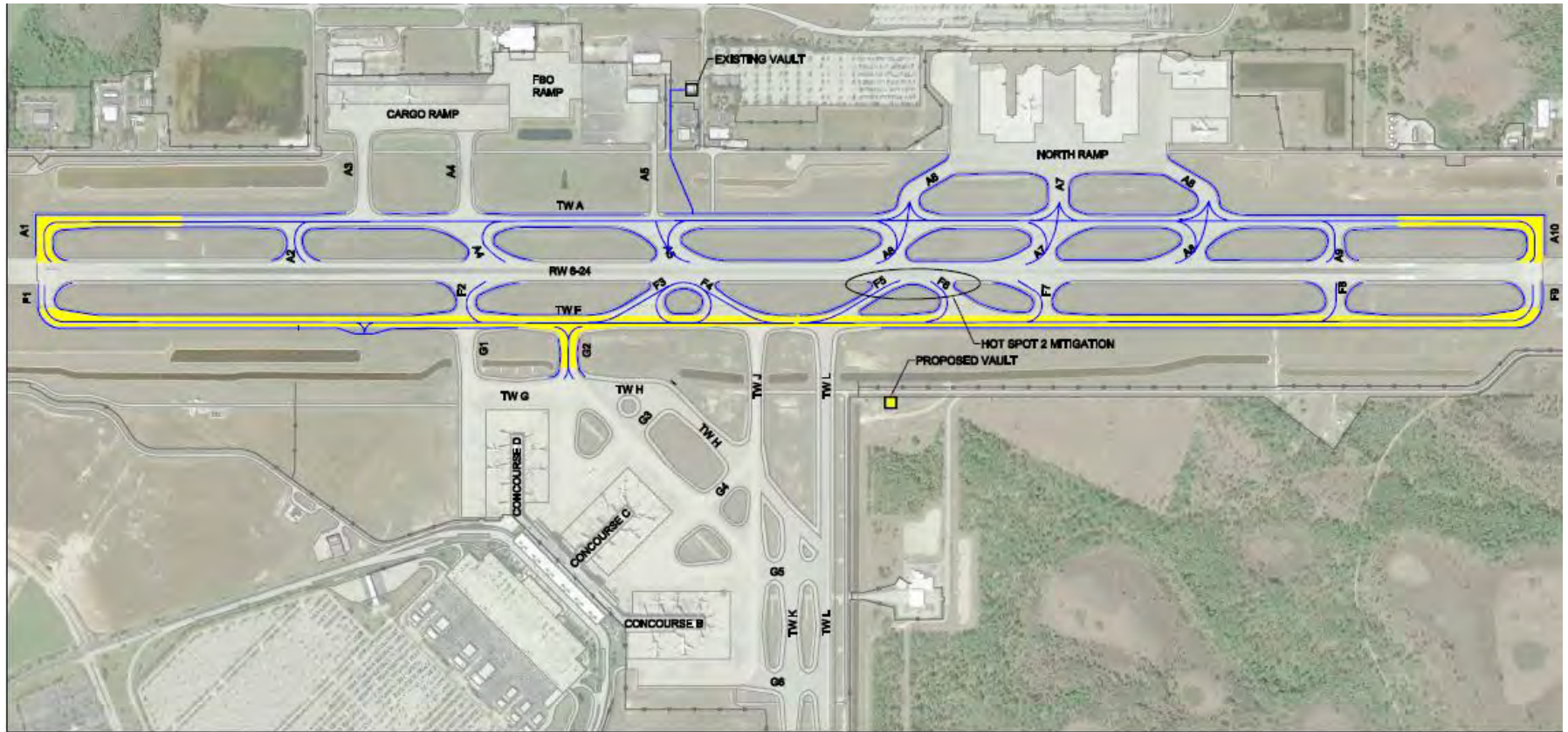
As a result of negotiations, a Contract Amendment is requested in the amount of \$2,382,138, \$837,480 of which will be paid to local sub consultant firms, and \$217,980 will be paid to DBE firms.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorization in accordance with the Board-approved contract. Only tasks authorized can be billed by and paid to the Construction Manager.




Attachments:

- Exhibit
- Contract Amendment

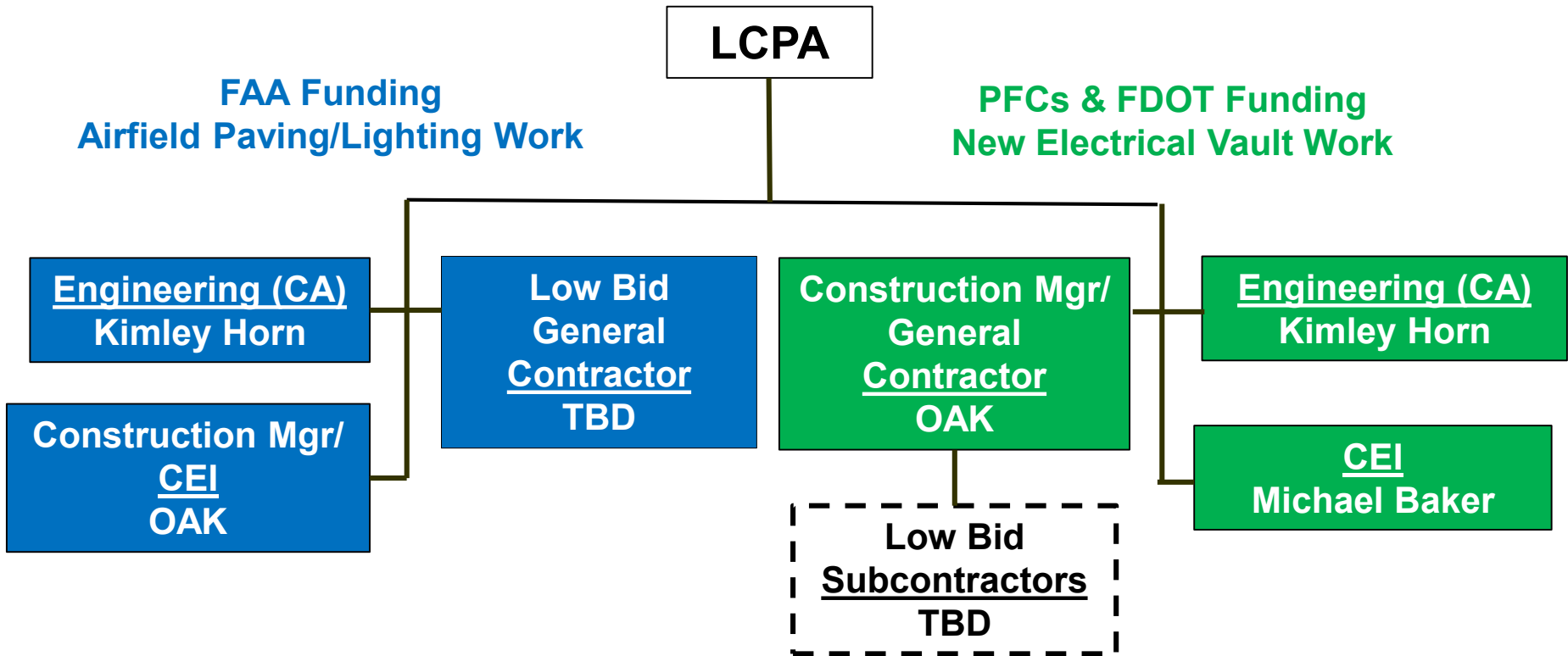
RSW Rehabilitation of Taxiways A, F & G2 & New Electrical Vault



PROJECT 1

-  PAVEMENT REHABILITATION
-  LIGHTING
-  NEW AIRFIELD LIGHTING VAULT

Project Contract Structure



CA No. 18

Vendor No. 190701

Contract No. 7551

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-06 Rehabilitation of Airside Paving
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed for work.** All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Rehabilitation of Airside Paving – Construction Management for Rehabilitation of Taxiways A, F, and G2

(1) **Reasons for Amendment:**

- | | |
|---|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

David Dale _____

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

N/A

FDOT: _____ FAA: _____
FDOT Representative FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 18

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Project Representative	Hole Montes 6200 Whiskey Creek Drive Fort Myers, FL 33919	\$573,300.00	No	
As-built Survey	T2 UES, Inc. 5670 Zip Drive Fort Myers, FL 33905	\$46,200.00	No	
CEI & Testing	Lomski Engineering and Testing 17210 Toledo Blade Blvd. Port Charlotte, FL 33954	\$217,980.00	Yes	\$217,980.00

EXHIBIT B - CONTRACT SUMMARY

Owen-Ames-Kimball Company Contract No. 7551

Contract Amendment 18 7/20/2020
Task 11

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Runway Closure/Barricades	\$ -	\$ -	\$ -	\$ -	\$ 27,079.42	\$ 31,985.00	\$ -	\$ -	\$ 59,064.42	\$ 59,064.42	\$ -	\$ -
2	Preconst Services Pavement Rehab	\$ -	\$ -	\$ -	\$ -	\$ 39,840.00	\$ -	\$ -	\$ -	\$ 39,840.00	\$ 39,840.00	\$ -	\$ -
3	Bio-Remediation Treatment Event	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,668.00	\$ -	\$ -	\$ 7,668.00	\$ 7,668.00	\$ -	\$ -
4	Design Preconstruction Services	\$ 273,842.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,855.00	\$ 273,842.00	\$ 235,563.00	\$ -	\$ 38,279.00
5	Taxiway F Pavement Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,992.12	\$ -	\$ -	\$ 90,992.12	\$ 90,992.12	\$ -	\$ -
6	Gate B9 Spall Repair Estimate/Quote	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,826.00	\$ -	\$ 1,826.00	\$ 1,826.00	\$ -	\$ -
7	Barricades & Lighted X's Priority 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,814.00	\$ -	\$ 11,814.00	\$ 11,814.00	\$ -	\$ -
8	Barricades & Lighted X's Priority 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,350.00	\$ -	\$ 6,350.00	\$ 6,350.00	\$ -	\$ -
9	Gate B9 Spall Repair Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,940.65	\$ -	\$ 5,940.65	\$ 5,940.65	\$ -	\$ -
10	New Airfied Eeletzical Vault	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,092,062.03	\$ -	\$ 3,092,062.03	\$ -
11	Rehab of Taxiway A,F and G2	\$ -	\$ -	\$ -	\$ 2,382,138.00	\$ -	\$ -	\$ -	\$ -	\$ 2,382,138.00	\$ -	\$ 2,382,138.00	\$ -
CONTRACT TOTALS		\$ 273,842.00	\$ -	\$ -	\$ 2,382,138.00	\$ 66,919.42	\$ 130,645.12	\$ 25,930.65	\$ 16,855.00	\$ 5,971,537.22	\$ 459,058.19	\$ 5,474,200.03	\$ 38,279.00

Board-approved Level 4 - \$100,000 11/3/16

Task 11 – RSW Rehabilitation of Taxiway A, F and G2
Construction Management

I. OBJECTIVE

To provide Construction Management services during construction phase activities for subject project. During such construction phase activities, the Construction Manager (CM) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within PORT AUTHORITY time guidelines.

II. DESCRIPTION

The CM will provide for the necessary construction management, Construction Engineering & Inspection (CEI) services and related testing and survey services as needed for the planned construction and installation of the following improvements, RSW Rehabilitation of Taxiway A, F and G2

III. BASIC SERVICES

Coordination:

- (a) The CM shall accept the relationship of trust and confidence established with the PORT AUTHORITY as outlined in the Master Agreement and covenants with the PORT AUTHORITY to furnish the CM's reasonable skill and judgement and to cooperate with the A&E and GC in furthering the interests of the PORT AUTHORITY.

The CM shall furnish construction management services and use its best efforts to oversee the Project in an expeditious and economical manner consistent with the interests of the PORT AUTHORITY. The PORT AUTHORITY shall endeavor to promote harmony and cooperation among the PORT AUTHORITY, A&E, CM and GC and other persons or entities employed by the PORT AUTHORITY for the Project. The CM will assist the PORT AUTHORITY, A&E and GC as required for the timely successful completion of the project.

- (b) The CM shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, PORT AUTHORITY departments, A/E, GC and others to provide information and make recommendations concerning the project.
- (c) As requested by A/E or GC, the CM shall assist in obtaining additional information from the PORT AUTHORITY, when such information is required at the job site for proper execution of the work.
- (d) The CM shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record GC and Construction Administrator during the duration of construction.
- (e) The CM shall make recommends to the PORT AUTHORITY for any GC requests for extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM shall schedule and conduct the pre-construction conference.
- (b) The CM shall assign a specific on-site **CM Field Representatives** (from NTP to FC - max. 70 weeks) who will:
- Document day-to-day on-site field labor forces including GC superintendents, subcontractors, CEI and other construction related personnel.
 - The CM shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
 - CM will attend regularly scheduled construction progress meetings
 - CM will coordinate all survey and control
 - CM will coordinate with LCPA, GC and Local Municipalities to obtain locations of public and Private Utilities.
 - CM will assist with providing technical assistance along with LCPA, GC and A&E and provide support with Project Issues.
 - CM will provide additional Field Representatives for required overnight work and accelerated project areas
 - CM will review and make recommendations for all Contract amendment Requests
 - CM will coordinate site testing and inspection efforts.
 - CM will communicate and enforce contract CSPP phasing compliance and schedule milestones
 - CM will prepare and submit daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
 - CM will oversee as-built record drawing plans and perform an initial review of submittals
 - CM will review and make recommendations for any post construction claims
 - CM will assist LCPA and A&E with substantial completion and punch-list inspections
- (c) The CM shall assign a specific on-site **CM Project Manager** (from NTP to FC - max. 70 weeks) who will:
- CM will schedule and attend monthly client briefings
 - CM will attend regularly scheduled construction progress meetings
 - CM will review and make recommendations for all Contract amendment Requests
 - CM will review and make recommendations for all GC payment applications
 - CM will monitor costs, including labor time and material.
 - CM will oversee as-built record drawing plans and perform an initial review of submittals
 - CM will review and make recommendations for any post construction claims
 - CM will assist LCPA and A&E with substantial completion and punch-list inspections
- (d) The CM shall assign a specific **CM Project Manager Assistant** (average 5 days/week - max. 70 weeks) from NTP to FC) who will maintain all on-site documentation of geo-tech/ paving/ concrete testing reports, and inspections, RFI, NOV, CA, FD, submittal logs, and as built drawings. The AA will also perform general office duties, filing, mailing, etc. AA will schedule meetings, appointments, site visits, and prepare and transmit correspondence.
- (e) The CM shall go under contract with a qualified **Project CEI** (max 65 weeks) who will:

- Monitor compliance to applicable Quality Assurance and (QA) policies, performance standards and specifications.
- Document and report all necessary QA requirements to the Engineer of Record and QA manager.
- Monitor and document quality control and quality assurance of the work.
- Report to CM, A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval
- Monitor, document, measure and record all quantities of work performed by all subcontractors.
- Prepare and submit a daily report to the senior project manager reporting and recording all pay item quantities.
- Assist the CM in the Review of pay applications and quantity verification.

V. ADDITIONAL SERVICES

1. CM will provide monthly Aerial progress photos
2. CM will shall retain a qualified Florida licensed Professional Surveying firm and coordinate all survey and control
3. CM will retain a qualified testing laboratory for quality assurance testing
4. Office based support staff and accounting staff
5. Utilization of web-based platform for document control

Safety:

- (a) The CM will review the safety requirements (Safety Plan) outlined within the Contract Documents, specifically those that address FAA AC 5370-2G, "Operational Safety on Airports during Construction Activity", and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements as stated in the construction document safety plan. If the work pursuance does not adhere to such plan or if an unsafe condition presents itself, then CM shall notify the GC, AE, and PORT AUTHORITY and implement remediation to cure the unsafe condition.
- (b) The CM shall stop or suspend the construction anytime that the CM considers the intent of the safety plan or FAA ACs are being violated or that a hazardous condition has been or is created.
- (c) The CM will provide necessary forces to coordinate, install, place, remove, and otherwise maintain and direct the use of all necessary barricades provided under the asphalt paving contractor's trade package. This will include the placement and movement of lighted "X's" supplied by LCPA. Fueling and overall maintenance is to be performed by the CM while in use.
- (d) The CM shall stop or suspend the construction anytime that the CM considers the intent of the Safety Plan is being violated or that a hazardous condition has been or is created.
- (e) The CM shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents. The CM shall discuss phasing with PORT AUTHORITY representatives and make recommendations to the PORT AUTHORITY on any changes to project phasing.
- (f) The PORT AUTHORITY encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashed by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing

For the purpose of this agreement, Contract amendments serve to amend the contract, Task Authorizations for Contract amendments will be required in order to authorize contracted work to begin.

The Lump Sum Price shall be comprised of the following two (2) components:

- CM Management Fee: the cost of CM personnel to perform professional services, including construction management activities and other contract administration tasks. Also includes the cost of items necessary in the general course of work and not provided within the scope of subconsultant work.
- Subconsultant Costs to retain qualified professional services CEI, Survey and testing

Included within the Lump Sum fee is the cost of all meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the Lump Sum Price is to be based on a monthly percentage of work complete proportional with the CM professional services scope of work, and its respective total lump sum fee; Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract amendment work.

The fee for the CM activities is a lump sum amount distributed as follows:

CM Management Fee	\$ 1,544,658
Subconsultant Costs	\$ 837,480
Total Lump Sum	\$ 2,382,138

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of \$725,731.50 to perform Construction Administration for the Rehabilitation of Airside Pavement Project at RSW.
2. **FUNDING SOURCE:** Federal Aviation Administration Grant 3-12-0135-56-2020 PENDING RECEIPT; Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.70
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides needed design evaluation and inspections during construction of the project.

5. **CATEGORY:** 23.
Consent Agenda
6. **ASMC MEETING DATE:** 8/18/2020
7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Mark Fisher
- DIV. Development

10. BACKGROUND:

Southwest Florida International Airport (RSW) 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, and segments of Parallel Taxiway A and Taxiway G2, as well as airfield lighting upgrades.

Staff has negotiated a contract with Kimley-Horn & Associates, Inc. to perform Construction Administration (CA) services for the rehabilitation of Taxiway F, Taxiway A, and Taxiway G2 with the corresponding airfield lighting upgrades. Construction Administration services will include the following: attend pre-work meetings; prepare and present monthly reports to LCPA; site visits and observation of construction; review of shop drawings, submittals and payment applications; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; preparation of record drawings and final completion project certification. Total fees for this work is \$725,731.50.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

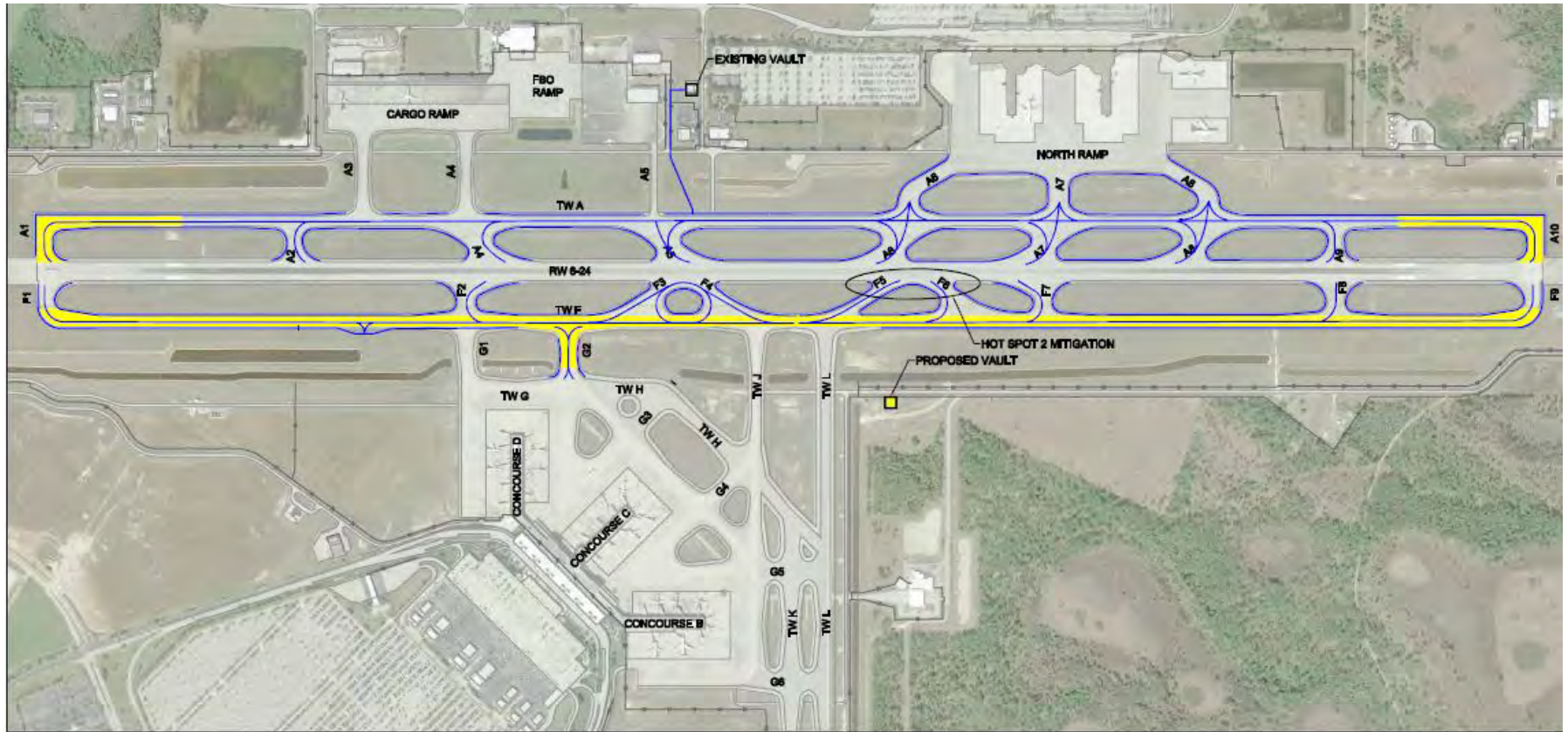
Background (continued)

a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.




Attachments:

Contract Amendment

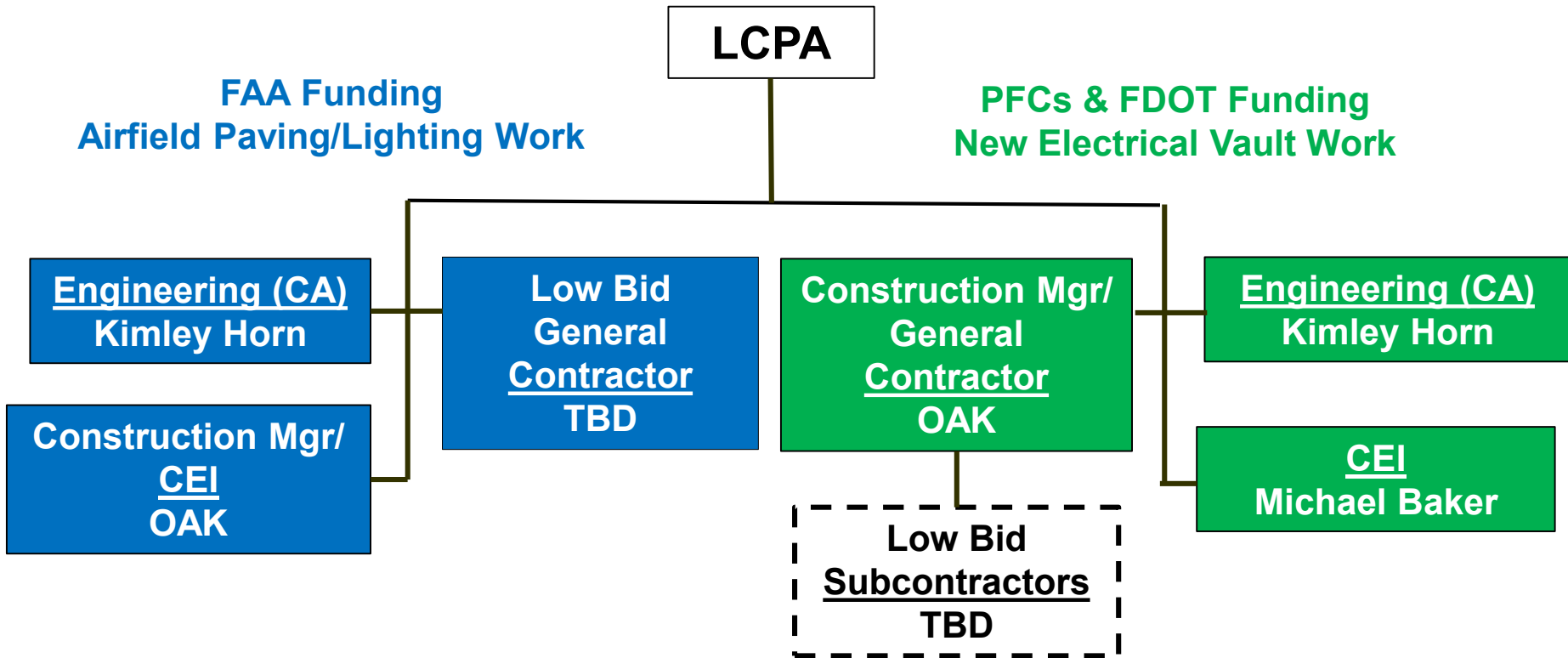
RSW Rehabilitation of Taxiways A, F & G2 & New Electrical Vault



PROJECT 1

-  PAVEMENT REHABILITATION
-  LIGHTING
-  NEW AIRFIELD LIGHTING VAULT

Project Contract Structure



CA No. 19

Vendor No. 362759

Contract No. 7550

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-05 Design Rehabilitation Airside Pavement
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Rehabilitation Airside Pavement – CA Services for Rehabilitation of Taxiways A, F, & G2.

(1) **Reasons for Amendment:**

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

KIMLEY-HORN & ASSOC. INC. ARCHITECT/ENGINEER ACCEPTANCE

Michael Carey  6/4/20

Gary R. Ratay  6/4/20

FDOT: _____
FDOT Representative

FAA: _____
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 19

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
N/A				

EXHIBIT B - CONTRACT SUMMARY

Kimley-Horn and Associates Contract No. 7550

Contract Amendment 19

7/20/2020

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Pavement Evaluation	\$ 890,962.00	\$ -	\$ -	\$ -	\$ 12,650.00	\$ -	\$ 12,830.00	\$ -	\$ 916,442.00	\$ 907,908.40	\$ -	\$ -
2	Bio Remediation Injection Wells	\$ -	\$ -	\$ -	\$ -	\$ 69,810.00	\$ 105,458.91	\$ -	\$ -	\$ 175,268.91	\$ 175,268.91	\$ -	\$ -
3	Taxiway F Pavement - Included in Task 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Design Services	\$ 3,997,430.14	\$ -	\$ -	\$ -	\$ -	\$ 29,190.00	\$ 608,825.00	\$ 46,159.00	\$ 4,026,620.14	\$ 3,998,329.14	\$ -	\$ 28,291.00
5	Taxiway F Pavement CA Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,885.00	\$ -	\$ -	\$ 9,885.00	\$ 9,885.00	\$ -	\$ -
6	Gate B9 Void Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,636.72	\$ -	\$ 28,636.72	\$ 28,636.72	\$ -	\$ -
7	North Ramp Erosion	\$ -	\$ -	\$ (2,969.00)	\$ -	\$ -	\$ -	\$ 29,690.00	\$ -	\$ 26,721.00	\$ 26,721.00	\$ -	\$ -
8	TW F Add'l Geotech Test Priority 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,178.00	\$ 92,178.00	\$ -	\$ -
9	TW F Add'l Geotech Test Priority 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,178.00	\$ 83,178.00	\$ -	\$ -
10	Air Cargo High Mast Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,055.00	\$ 30,055.00	\$ -	\$ -
11	Project Design Revisions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,405.00	\$ 103,405.00	\$ 103,405.00	\$ -	\$ -
12	CA Services for Rehab of Taxiways	\$ -	\$ -	\$ -	\$ 725,731.50	\$ -	\$ -	\$ -	\$ -	\$ 725,731.50	\$ -	\$ 725,731.50	\$ -
CONTRACT TOTALS		\$ 4,888,392.14	\$ -	\$ (2,969.00)	\$ 725,731.50	\$ 82,460.00	\$ 144,533.91	\$ 679,981.72	\$ 149,564.00	\$ 6,218,121.27	\$ 5,455,565.17	\$ 725,731.50	\$ 28,291.00

Board-approved Level 4 - \$100,000 11/3/16



CONSTRUCTION ADMINISTRATION SERVICES FOR REHABILITATION OF TAXIWAYS A, F AND G2 AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

FINAL Revision 03.11.20

Project Description

The Lee County Port Authority (LCPA) entered into an agreement with Kimley-Horn to provide Professional Design Services for the Rehabilitation of Airfield Pavements at Southwest Florida International Airport (RSW). Construction Documents have been prepared and the program has been subdivided into separate construction projects.. The first construction project is the Rehabilitation of Taxiways A, F and G2.

The Scope of Work included herein includes Services During Construction for the Rehabilitation of Taxiways A, F and G2 only. Services will include Construction Administration (CA) services only. Resident Project Representative services are not included in this scope of work.

The Rehabilitation of Taxiways A, F and G2 includes:

- Mill and overlay of Taxiway A1, A10, a majority of F, and G2
- Select sections of Taxiway F will have full depth reconstruction with the installation of geosynthetic reinforcement
- Grout injection/karst remediation for one (1) area on Taxiway F west of F2
- Hot Spot 2 mitigation
- Splitting of mega-circuits for Taxiway A and F
- Connections to new airfield lighting vault (building and equipment by others)
- Fiber connection to existing vault
- Modifications to existing vault layout

Team

The professional services will include general items of work with the following breakdown of services between design team members. Quality Assurance and Quality Control testing shall be the responsibility of the Construction Manager and not included herein.

Kimley-Horn and Associates:

- Lead design consultant
- Provide construction administration services

Environmental and Geotechnical Specialists, Inc.

kimley-horn.com

600 North Pine Island Road, Suite 450, Plantation, FL 33324

954 535 5100

- Provide construction administration services for karst feature remedial action within Taxiway F. Services to include on site representation.

T2 Utility Engineers (formerly Cardno, Inc.) or other survey firm

- Owner requested surveying during construction (as needed)

Roy McQueen

- Provide construction specific support for paving activities

Schedule

Construction Phase Services are estimated to be 460 (65 weeks) calendar days from Notice to Proceed (NTP) to Substantial Completion. Construction Phase Services will have the following milestones:

Phase	Phase Duration in Calendar Days
Phase 1 – NTP & Mobilization	30
Phase 2	70
Phase 3	53
Phase 4	54
Phase 5	22
Phase 6	31
Phase 7	62
Phase 8	21
Phase 9	38
Phase 10	68
Phase E – Electrical & Vault work	321
Substantial Completion to Final Completion	30

Note: Phases overlap

The project team anticipates the following staffing plan for Construction Phase Services

Construction Phase Service:	Staffing Plan:
Construction Administration	Office support services as needed
Resident Project Representation	Not included in this agreement

Construction Phase Services under the agreement (except for Post Construction Phase Services/Project Close Out) terminate at the earlier of the issuance by the Owner of the final contract payment or 30 days after the date of substantial completion of the work.

Scope of Services

Task 1 – Construction Administration Services

Following the Authority's award of the construction contract, KH will support the County in administering the construction contract.

KH shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KH shall not have the authority or responsibility to stop the work of any Contractor. KH may advise the Authority to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the plans and specifications are noted. Specific services to be provided include:

1.1 General Administration of Construction Contract

KH will coordinate with the Authority and act as their representative as provided in the Contract Documents; attend one pre-construction conference stated in FAA Advisory Circular 150/5370-2G, paragraph 104.b(3), KH will attend the pre-construction conference and shall be prepared to discuss the Construction Safety and Phasing Plan (CSPP); and attend weekly construction progress meetings. Construction Manager will be responsible for meeting agendas, sign-in sheets, and the preparation of meeting notes for distribution to meeting attendees. KH will provide assistance to the Construction Manager for the development of the pre-construction conference materials including exhibits and graphics.

Deliverables:

- Assistance to the Construction Manager for the development of the pre-construction conference meeting materials.

1.2 Prewrite Meetings

To facilitate an efficient transition from the bidding process to construction, KH will attend a series of Prewrite Meetings prior to the formal issuance of Notice to Proceed No. 1 (Initiation of formal work activities). The purpose of the meetings will be to facilitate activities needed to initiate the physical work concurrently with Notice to Proceed. Items to be discussed include status of project award, development of critical path and early work activities needed, review of critical path shop drawings, Request for Information, Contractor Quality Control Plans, Construction Schedules, Personnel and Security Badging requirements, etc. The Construction Manager will chair these meetings and will be responsible for meeting agendas, sign-in sheets, and preparation of meeting notes for distribution to attendees. Up to eight (8) Prewrite Meetings are included in this task.

Deliverables:

- Not applicable.

1.3 Monthly LCPA Briefings

Working alongside LCPA staff, KH will prepare for these monthly Staff Briefings by preparing a PowerPoint presentation and briefing attendees on the status of the project progress. LCPA may invite airlines to attend these meetings. These briefings will continue through the life of the contract with an emphasis on construction phasing and progress.

Deliverables:

- PowerPoint Presentations

1.4 Conformed Contract Documents

The project specifications and construction plans as prepared for bidding will be updated, "conformed", to include the following items from the bidding phase; pre-bid meeting notes, pre-construction meeting notes, fully executed contract, bidding addendums, bidders submittal items and construction plan sheets for distribution to LCPA, FAA, FDOT, Construction Manager, Contractor and Engineer.

Deliverables:

- Electronic PDF of conformed plans, technical specifications and front-end documents

1.5 Visits to Site and Observation of Construction

KH will provide periodic on-site construction observation services during the construction phase. Construction is assumed to have a 65-week duration. KH will make one weekly visit (including mobilization period) within the estimated duration of construction in order to observe the progress of the work. Weekly meetings will occur the same day as the weekly meetings for the New Airfield Lighting Vault project. An additional 30 site visits (2 per month) will be provided at the request of the Authority. Such visits and observations by KH are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work by the Authority on KH's exercise of professional judgment. Based on information obtained during such visits and such observations, KH will evaluate whether Contractor's work is generally proceeding in accordance with the plans and specifications, and KH will keep the Authority informed of the general progress of the work.

The purpose of KH's site visits will be to enable KH to better carry out the duties and responsibilities specifically assigned in this agreement to KH, and to provide the Authority a greater degree of confidence that the completed Work will conform in general to the plans and specs. KH shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KH have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KH neither guarantees the performance of any Contractor nor assumes

responsibility for any Contractor's failure to furnish and perform its work in accordance with the plans and specs.

KH will recommend to LCPA that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KH believes that such work will not produce a completed project that conforms to plans and specs.

Deliverables:

- Electronic PDF of Engineer's site visit field report with photographs.

1.7 Clarifications and Interpretations

KH will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the Contract Documents to the Authority as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Authority.

KH will, if requested by the Authority, render written decision on all claims of the Authority and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the plans and specs pertaining to the progress of Contractor's work. In rendering such decisions, KH shall be fair and not show partiality to the Authority or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Deliverables:

- Review Contractor's request for information and provide clarification of design intent.
- Return RFI's with response

1.8 Contract Amendments and Field Directives

KH may recommend Changes to the Authority and will review and make recommendations related to Contract Amendments submitted or proposed by the Contractor. The Authority will authorize Field Directives authorizing variations from the requirements of the Contract Documents. KH will assist in preparation of Contract Amendments in compliance with the Authority for the project.

Deliverables:

- Review Contract Amendment documentation and provide analysis of materials, cost and time to the Authority.
- Copies of proposed Contract Amendment with minor revisions to existing drawings.

1.9 Contractor Payment Request

KH will review the contractor's monthly partial payment request, and recommend payment based on site observations and supporting information provided. Supporting information should include progress schedule, partial release of liens and other Authority required documentation. By recommending any payment, KH will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by KH to check the quality or quantity of Contractor's work as it is furnished and performed, beyond the responsibilities specially assigned to KH in this AGREEMENT and the Contract Documents.

Deliverables:

- Copies of approved pay requests along with backup information, as applicable.

1.10 Shop Drawings and Samples

KH will review or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the plans and specs. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

KH will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state, local government entities and the Authority.

Deliverables:

- Returned submittals with Engineer of Record action indicated stamp.

Task 2- Project Close Out

2.1 Substantial Completion

KH will, promptly after notice from Contractor that it considers the Work ready for its intended use, in company with the Authority and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of the Authority, KH considers the Work substantially complete, KH will notify the Authority and Contractor.

Deliverables:

- Letter identifying deficient items of construction
- Letter or form of Substantial Completion

2.2 Final Notice of Acceptability of the Work

KH will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the plans and specs so that KH may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with Owen-Ames-Kimball Company in the amount of \$3,092,062.03 to perform Construction Manager/General Contractor services associated with the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506540.31
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides for the construction of a new Airfield Electrical Vault

5. **CATEGORY:** 24.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. BACKGROUND:

Southwest Florida International Airport (RSW) 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 and the construction of 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.

As the Board selected CM/GC, Owen-Ames-Kimball Company has completed preconstruction services and has successfully bid the project. Based on the bids received, the following summarizes the services to be provided:

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items and related construction work) total \$2,246,124
- Owen-Ames-Kimball Company has certified that all bids were procured in accordance with federal, state, and local laws and regulations and the lowest responsive, responsible bid has been accepted.
- All professional fees are based on man hours, hourly rates and indirect costs negotiated prior to the receipt of bids, and include:

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

- **General Contractor/General Conditions**

- Non-Personnel Costs related to field based items (insurance, permits, bonds, equipment, etc.) needed to support the construction effort total \$232,535.
- Superintendent Personnel Costs related to providing on-site construction superintendents to manage low-bid subcontracted work total \$315,452.

- **Construction Management Services**

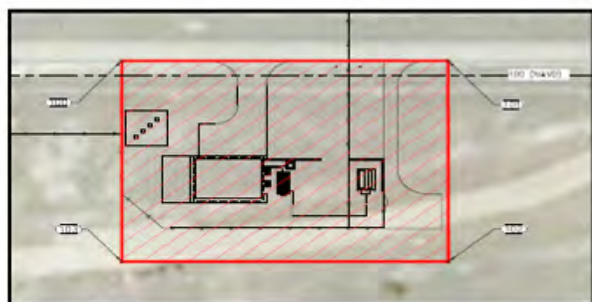
- Professional Personnel Costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, coordination with Port Authority, etc., for the project total \$276,916
- Subconsultant costs associated with survey layout and material testing for a total of \$21,035.03

The overall W/MBE goal for this project was 10%. Based on bids received, the overall projected total minority participation achieves 31%.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorization in accordance with the Board-approved contract. Only tasks authorized can be billed by and paid to the Construction Manager/General Contractor.

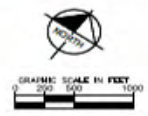
Attachments:

- Exhibit
- Contract Amendment
- W/MBE Memo



POINT TABLE

POINT	LATITUDE	LONGITUDE	ABOVE GROUND LEVEL (AGL) (FT)	ABOVE MEAN SEA LEVEL (AMSL) (FT)
100	N29° 32' 08.88"	W81° 40' 05.93"	100	5.31
101	N29° 32' 08.28"	W81° 43' 03.11"	100	5.31
102	N29° 32' 08.84"	W81° 43' 01.85"	100	5.31
103	N29° 32' 05.03"	W81° 40' 04.33"	100	5.31



LEGEND:

- LIMITS OF CONSTRUCTION AND TEMPORARY CRANE
- P.A.S. PART 77 RESHAPE SURFACE ELEVATIONS (NAVD 88)

NOTES:

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).
2. TEMPORARY CRANE:
 - a. MAXIMUM CRANE HEIGHT WILL BE 100' ABOVE GROUND LEVEL (AGL).
 - b. CRANE MAY PENETRATE PART 77 SURFACE BY APPROXIMATELY 31'.
3. GROUND ELEVATIONS:
 - a. EXISTING GROUND ELEVATION VARIES FROM 24' TO 27' NAVD.
 - b. PROPOSED PAVEMENT ELEVATION FOR THE VAULT BUILDING IS 31.2' NAVD. THE ASSUMED GROUND ELEVATION HAS BEEN ROUNDED TO 31' NAVD / 31' AMSL.



LIMITS OF PROPOSED AIRFIELD LIGHTING VAULT CONSTRUCTION

CA No. 17

Vendor No. 190701

Contract No. 7551

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-06 Rehabilitation of Airside Paving
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed for work.** All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Rehabilitation of Airside Paving – New Airfield Lighting Vault

(1) Reasons for Amendment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

David Dale

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

N/A

FDOT: _____ FAA: _____
FDOT Representative FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 17

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Survey & Layout	T2 UES, Inc. 5670 Zip Drive Fort Myers, FL 33905	\$16,054.50	No	
Materials Testing	Universal Engineering Services, Inc. 5971 Country Lakes Dr. Fort Myers, FL 33905	\$4,980.53	No	
Earthwork	Cougar Cutting, Inc. 5420 Division Drive Fort Myers, FL 33905	\$367,600.00	Yes	\$69,287.50
Termite Control	Accurate Pest Control, LLC 2420 Concorde Dr. #9 Fort Myers, FL 33901	\$798.00	No	
Fencing	Century Fence Company, Inc. 1010 SE 9 th Street Cape Coral, FL 33990	\$37,365.00	No	
Concrete & Masonry	Commercial Concrete Systems 6220 Taylor Road #101 Naples, FL 34109	\$192,657.00	Yes	\$23,118.00
Structural Steel	Southern Machine & Steel, Inc. 3945 Edison Avenue Fort Myers, FL 33916	\$73,500.00	No	
Carpentry	Viking Construction 1205 SE 9 th Terrace Cape Coral, FL 33990	\$21,400.00	Yes	\$4,970.00
Insulation	West Coast Insulation 3218 Marion Street Fort Myers, FL 33916	\$7,008.00	No	
Roofing	Saint Raphael Roofing, Inc. 17407 Jean Street Fort Myers, FL 33967	\$71,510.00	Yes	\$71,510.00

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Overhead Coiling Doors	Overhead Door Company of Fort Myers 2325 Crystal Drive Fort Myers, FL 33907	\$8,177.00	No	
Doors and Frames	Fields Door and Hardware, Inc. 10061 Bavaria Road #2 Fort Myers, FL 33913	\$10,465.00	No	
Framing/Drywall Stucco	Ponce De Leon Drywall, Inc. 5483 Lee Street #9 Lehigh Acres, FL 33971	\$51,816.00	Yes	\$51,816.00
Painting	Service Contracting Solutions 12140 Metro Pkwy. Ste. K Fort Myers, FL 33966	\$21,688.00	Yes	\$21,688.00
Fire Extinguishers Cabinets & Accessories	Viking Construction of SWFL 1205 SE 9 th Terrace Cape Coral, FL	\$1,100.00	No	
Pre-Engineered Sunshade Devices	Raber Industries, Inc. 19709 Little Lane Alva, FL 33920	\$8,640.00	No	
HVAC	Wentco, Inc. 5877 Enterprise Pkwy. Fort Myers, FL 33905	\$174,900.00	Yes	\$174,900.00
Electrical	Hypower, Inc. 8821 Business Park Drive #408 Fort Myers, FL 33912	\$1,197,500.00	Yes	\$290,000.00
	Total	\$2,267,159.03		

Owen-Ames-Kimball Company Contract No. 7551

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 17
Task 10

7/20/2020

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Runway Closure/Barricades	\$ -	\$ -	\$ -	\$ -	\$ 27,079.42	\$ 31,985.00	\$ -	\$ -	\$ 59,064.42	\$ 59,064.42	\$ -	\$ -
2	Preconst Services Pavement Rehab	\$ -	\$ -	\$ -	\$ -	\$ 39,840.00	\$ -	\$ -	\$ -	\$ 39,840.00	\$ 39,840.00	\$ -	\$ -
3	Bio-Remediation Treatment Event	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,668.00	\$ -	\$ -	\$ 7,668.00	\$ 7,668.00	\$ -	\$ -
4	Design Preconstruction Services	\$ 273,842.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,855.00	\$ 273,842.00	\$ 235,563.00	\$ -	\$ 38,279.00
5	Taxiway F Pavement Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,992.12	\$ -	\$ -	\$ 90,992.12	\$ 90,992.12	\$ -	\$ -
6	Gate B9 Spall Repair Estimate/Quote	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,826.00	\$ -	\$ 1,826.00	\$ 1,826.00	\$ -	\$ -
7	Barricades & Lighted X's Priority 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,814.00	\$ -	\$ 11,814.00	\$ 11,814.00	\$ -	\$ -
8	Barricades & Lighted X's Priority 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,350.00	\$ -	\$ 6,350.00	\$ 6,350.00	\$ -	\$ -
9	Gate B9 Spall Repair Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,940.65	\$ -	\$ 5,940.65	\$ 5,940.65	\$ -	\$ -
10	New Airfield Lighting Vault	\$ -	\$ -	\$ -	\$ 3,092,062.03	\$ -	\$ -	\$ -	\$ -	\$ 3,092,062.03	\$ -	\$ 3,092,062.03	\$ -
CONTRACT TOTALS		\$ 273,842.00	\$ -	\$ -	\$ 3,092,062.03	\$ 66,919.42	\$ 130,645.12	\$ 25,930.65	\$ 16,855.00	\$ 3,589,399.22	\$ 459,058.19	\$ 3,092,062.03	\$ 38,279.00

Board-approved Level 4 - \$100,000 11/3/16

Task 10 - RSW New Airfield Lighting Vault

I. OBJECTIVE

To provide Construction Management/General Contractor services in accordance with the Professional Services Agreement during construction phase activities for subject project. During such construction phase activities, the Construction Manager/General Contractor (CM/GC) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within PORT AUTHORITY time guidelines.

II. DESCRIPTION

The CM/GC will provide for the necessary construction management and related survey and layout, and testing services; as well as enter into subcontractor agreements as needed for the planned construction and installation of the following improvements, RSW - New Airfield Lighting Vault.

III. BASIC SERVICES

Coordination:

- (a) The CM/GC shall accept the relationship of trust and confidence established with the PORT AUTHORITY as outlined in the Master Agreement and covenants with the PORT AUTHORITY to furnish the CM/GC's reasonable skill and judgement and to cooperate with the A&E in furthering the interests of the PORT AUTHORITY.

The CM/GC shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the PORT AUTHORITY. The PORT AUTHORITY shall endeavor to promote harmony and cooperation among the PORT AUTHORITY, A&E, CM/GC and other persons or entities employed by the PORT AUTHORITY for the Project. The CM/GC will assist the PORT AUTHORITY and the A&E as required for the timely successful completion of the project.

- (b) The CM/GC shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project.
- (c) The CM/GC shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM/GC shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.

- (d) As requested by A/E or Subcontractor(s), the CM/GC shall assist in obtaining additional information from the PORT AUTHORITY, when such information is required at the job site for proper execution of the work.
- (e) The CM/GC shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record and Construction Administrator during the duration of construction.
- (f) The CM/GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM/GC shall schedule and conduct a pre-construction conference.
- (b) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice-to-Proceed.
- (c) The CM/GC shall assign a specific on-site Project Superintendent (from NTP to FC - max. 52 weeks) who will:
 - Direct day-to-day on-site supervision of field labor forces including superintendents, subcontractors and other construction related personnel.
 - Assist project manager in the supervision and responsibility of the total construction effort in accordance with design, budget, quality and schedule.
 - Assist with providing technical assistance (interpretation of drawings, recommendation of construction methods and equipment, etc.).
 - Review and approve subcontractor payment applications in conjunction with the project engineer and project manager.
 - Coordinate all site testing and inspection efforts with local jurisdictions.
 - Communicate and enforce safety and health management program.
 - Monitor costs, including labor time and material.
 - Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion.
 - Ensure that subcontractors are fully executing and complying with their contracted scope of work.
 - Ensure that subcontractors are properly trained in working within a controlled airport environment and that they comply with all safety rules.
 - Issue notices of non-compliance to subcontractors in regard to quality of work or scheduling.
 - Ensure that the job site area is always kept in a clean and organized manner.
 - Perform job progress and completion punch list identification and completion.
 - Provide, monitor, oversee forces necessary to maintain a safe and properly controlled work area at the airport

- Oversee the installation of all necessary environmental controls as necessary and as designated in the contract documents.
- Oversee the construction of the airfield lighting vault and the installation and testing of the airfield lighting vault equipment as designated in the contract documents.
- Prepare and submit superintendent's daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
- Coordination and communication with the engineer of record.
- Coordination and communication with the port authority's staff.
- The superintendent will also oversee all maintenance of traffic, haul routes and stockpile areas.

(d) The CM/GC shall assign a specific Project Manager (from NTP to FC max 52 weeks) to the project whom, with necessary support from within the CM/GC organization, will provide all necessary project management services for the project.

- Provide continuous construction management services throughout the construction duration.
- Provide management services of all work, materials, and tests.
- Substantial and Final completion inspections.
- Provide scheduling services and take all necessary steps to ensure the project milestone requirements are met.
- Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- Report potential budget and schedule variances to PORT AUTHORITY and take all necessary and appropriate steps to implement a speedy recovery plan.
- When requested, coordinate ordering and delivery of PORT AUTHORITY supplied materials or equipment.
- In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services, and the PORT AUTHORITY.
- Report to A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance.
- Report to A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CM/GC shall issue to the SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to PORT AUTHORITY and A&E.
- The CM/GC will notify the PORT AUTHORITY of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work and/or claims on the Contracts, Project Costs, and Schedules. The CM/GC shall consider and evaluate

- Evaluate subcontractor's suggestions for modifications in drawings or specifications and report them with recommendations to the A/E and PORT AUTHORITY for comments and/or approval.
- Prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variance form.
- Issue Field Directives to the Subcontractor which orders an addition, deletion or change in the required construction work as set forth in the construction documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due to the Subcontractor.
- In accordance with PORT AUTHORITY approved policies and procedures, the CM/GC shall receive and evaluate requests for proposed Contract Amendments; advise the PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Contract Amendment dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Contract Amendments.
- The CM/GC shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Contract Amendments (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM/GC and PORT AUTHORITY.
- The CM/GC shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
- The CM/GC shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with PORT AUTHORITY procedures.
- The CM/GC shall review and certify monthly and / or bi-monthly DBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- Based on observation of the CM/GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM/GC will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures in accordance with procedures set forth in the construction contract, consistent with PORT AUTHORITY procedures.
- The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).
The CM/GC shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically,

Safety:

- (a) The CM/GC will review the safety requirements (AC 150/5370-2G) outlined within the Contract Documents, specifically those that address "Operational Safety on Airports During Construction Activity" and monitor all work to

ensure compliance with these safety requirements. Work that is not addressed under the AC 150/5370-2G shall meet local and state safety requirements as stated in the construction document safety plan. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify the PORT AUTHORITY and implement remediation to cure the unsafe condition.

Substantial Completion:

- (a) When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC has preliminarily inspected and approved the work, the CM/GC shall advise the A/E and PORT AUTHORITY, in writing, that the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.
- (b) The CM/GC will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch list. The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.
- (c) For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion punch list. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch list) to necessary subcontractors for corrective action with copies to all parties.
- (d) Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if approved, shall advise the PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Closeout and Final Acceptance:

- (a) Assure that punchlist items are completed to the satisfaction of The PORT AUTHORITY.
- (b) Perform post construction administrative project close-out procedures.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY and the delivery of all PORT AUTHORITY closeout documentation including As-Builts, warranties and guarantees.

V. FEE SUMMARY

Lump Sum Price:

Total Lump Sum: \$ 3,092,062.03

Lump Sum Price: The sum of the cost of the CM/GC Fee and sub-consultants is subject to additions and deductions by contract amendments as provided in the Contract Documents.

Such lump sum is referred to in the Contract Documents as the Lump Sum Price. Costs which would cause the Lump Sum Price to be exceeded by no fault of the PORT AUTHORITY shall be paid by the CM/GC without reimbursement by the PORT AUTHORITY.

For the purpose of this agreement, Contract amendment shall be used to reflect a contractual change to the contract time, dollars or scope. However, for tracking

For the purpose of this agreement, Contract amendments serve to amend the contract, Task Authorizations for Contract amendments will be required in order to authorize contracted work to begin.

The Lump Sum Price shall be comprised of the following four (3) components:

- Subcontractor Costs: the total amount proposed by the selected successful bidders as part of the competitive marketplace bidding for the work, and as selected in consultation with the Port Authority and A/E.
- CM/GC Management Fee: the cost of professional services including labor for both Field & Office Based Personnel performing construction management activities and other contract administration tasks performed by the CM/GC
- CM/GC General Conditions Fee: the cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. Also includes costs for insurance, permits and bonds
- CM/GC Subconsultant Cost: Direct costs for subconsultant work including Survey & Layout along with Materials Testing

Included within the Lump Sum fee is the cost of all meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the Lump Sum Price is to be based on a monthly percentage of work complete proportional with the CM professional services scope of work, and its respective total lump sum fee; Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract amendment work.

The fee for the CM/GC activities is a lump sum amount distributed as follows:

Subcontractor Costs	\$ 2,246,124.00
CM/GC Management Fee	\$ 592,368.00
CM/GC General Conditions Fee	\$ 232,535.00
CM/GC Subconsultants Cost	\$ 21,035.03
Total Lump Sum	\$ 3,092,062.03



Owen-Ames-Kimball Company



BID SUMMARY

RSW - New Airfield Lighting Vault

Bid Date: 4/28/2020
Summary Date: 6/22/2020

TRADE PACKAGE		SUBCONTRACTOR	BID PRICE
1	EARTHWORK / SITEWORK	Cougar Cutting, Inc.	\$ 367,600.00
2	TERMITE CONTROL	Accurate Pest Control	\$ 798.00
3	FENCING	Century Fence	\$ 37,365.00
4	CONCRETE & MASONRY	Commercial Concrete	\$ 192,657.00
5	STRUCTURAL STEEL ROOF JOISTS	Southern Machine & Steel, Inc.	\$ 73,500.00
6	ROUGH CARPENTRY	Viking Construction	\$ 21,400.00
7	INSULATION	West Coast Insulation	\$ 7,008.00
8	ROOFING	Saint Raphael Roofing	\$ 71,510.00
9	OVERHEAD COILING DOORS	Overhead Door Company of Fort Myers	\$ 8,177.00
10	HOLLOW-METAL DOORS & FRAMES	Fields Door & Hardware	\$ 10,465.00
11	FRAMING / DRYWALL / STUCCO	Ponce DeLeon Drywall	\$ 51,816.00
12	PAINTING	Service Contracting Solutions	\$ 21,688.00
13	FIRE EXTINGUISHERs, CABINETS & ACCESSORIES	Viking Construction	\$ 1,100.00
14	PRE-ENGINEERED SUNSHADE DEVICES	Raber Industries	\$ 8,640.00
15	HVAC	Wentco, Inc.	\$ 174,900.00
16	ELECTRICAL	Hypower	\$ 1,197,500.00
SUBCONTRACTOR TOTAL			\$ 2,246,124.00
CM-GC Management Fee			\$ 592,368.00
CM-GC General Conditions Fee			\$ 232,535.00
CM-GC Subconsultant Costs			\$ 21,035.03
CM-GC TOTAL			\$ 845,938.03
CONSTRUCTION TOTAL			\$ 3,092,062.03

MEMO TO: Hector Yanez
Director / Engineering & Construction

FROM: Julio A. Rodriguez 
DBE Manager

DATE: July 4, 2020

SUBJECT: Anticipated Participation by Women and Minority-Owned Business Enterprises
(W/MBE) for RSW – Airfield Lighting Vault



I have completed a review and approved the W/MBE commitments and good faith efforts submitted by Owe-Ames-Kimball, regarding the above project for the following trade packages:

1. Eearthwork/Sitework
 - W/MBE Subcontractor(s):
 1. Kates Enviro Services, Inc. = \$3,887.50
 2. Gulfshore Trucking, Inc. = \$55,000.00
 3. GCE Services, Inc. = \$10,400.00
2. Concrete/Masonry
 - W/MBE Subcontractor(s):
 1. Bateman Contracting = \$23,118.00
3. Rough Carpentry
 - W/MBE Subcontractor(s):
 1. Saint Raphael Roofing, Inc. = \$4,970.00
4. Roofing
 - W/MBE Subcontractor(s):
 1. Saint Raphael Roofing, Inc. = \$71,510.00
5. Framing/Drywall/Stucco
 - W.MBE Subcontractor(s):
 1. Ponce DeLeon Drywall, Inc. = \$51,816.00
6. Painting
 - W/MBE Subcontractors(s):
 1. Service Contracting Solutions = \$21,688.00
7. HVAC
 - W/MBE Subcontractor(s):
 1. Wentco, Inc. = \$174,900.00
8. Electrical
 - W/MBE Subcontractor(s):
 1. Caribbean Technical Services, Inc. = \$290,000.00

The commitments and the respective percentages of participation by W/MBEs and the good faith efforts submitted by all the successful bidders conforms to the bid conditions as required by the Lee County Port Authority in its W/MBE Program.

The estimated overall goal for this project is 10%. Based on the information received, the anticipated W/MBE participation goal is now 31% or \$707,289.50 of the total construction cost for the above trade packages.

cc: David Moore/LCPA
Kristina Whitmire/LCPA
Abel Natali/OAK
Richard Borton/OAK

JAR

MEMO TO: Hector Yanez
Director / Engineering & Construction

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The estimated overall goal for this project is 10%. Based on the information received, the anticipated W/MBE participation goal is now 31% or \$707,289.50 of the total construction cost for the above trade packages.

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Kristina Whitmire/LCPA
Abel Natali/OAK
Richard Borton/OAK

JAR

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of \$138,145 to perform Construction Administration for the Rehabilitation of Airside Pavement Project (Airfield Electrical Vault) at RSW
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.71
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides needed design evaluation and inspections during construction of the project

5. **CATEGORY:** 25.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

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 and the construction of 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.

Staff has negotiated a contract with Kimley-Horn & Associates, Inc. to perform Construction Administration (CA) services for the construction of the new airfield electrical vault. Construction Administration services will include the following: attend pre-work meetings; prepare and present monthly reports to LCPA; site visits and observation of construction; review of shop drawings, submittals and payment applications; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; reparation of record drawings and final completion project certification. Total fees for this work is \$138,145.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

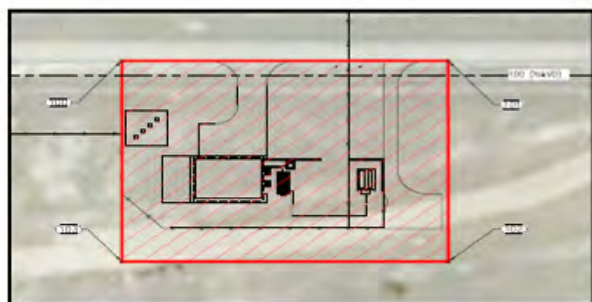
Background (continued)

a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

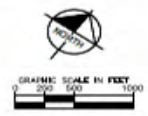
Project Exhibit

Contract Amendment



POINT TABLE

POINT	LATITUDE	LONGITUDE	ABOVE GROUND LEVEL (AGL) (FT)	ABOVE MEAN SEA LEVEL (AMSL) (FT)
100	N29° 32' 08.88"	W81° 40' 05.93"	100	5.31
101	N29° 32' 08.28"	W81° 43' 03.11"	100	5.31
102	N29° 32' 08.84"	W81° 43' 01.85"	100	5.31
103	N29° 32' 05.03"	W81° 40' 04.33"	100	5.31



LEGEND:

- LIMITS OF CONSTRUCTION AND TEMPORARY CRANE
- P.A.S. PART 77 RESHAPE SURFACE ELEVATIONS (NAVD 88)

NOTES:

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).
2. TEMPORARY CRANE
 - a. MAXIMUM CRANE HEIGHT WILL BE 100' ABOVE GROUND LEVEL (AGL)
 - b. CRANE MAY PENETRATE PART 77 SURFACE BY APPROXIMATELY 31'
3. GROUND ELEVATIONS:
 - a. EXISTING GROUND ELEVATION VARIES FROM 24' TO 27' NAVD.
 - b. PROPOSED PAVEMENT SURFACE ELEVATION FOR THE VAULT BUILDING IS 31.2' NAVD. THE ASSIGNED GROUND ELEVATION HAS BEEN ROUNDED TO 31' NAVD / 31' AMSL.



LIMITS OF PROPOSED AIRFIELD LIGHTING VAULT CONSTRUCTION

CA No. 20

Vendor No. 362759

Contract No. 7550

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 16-05 Design Rehabilitation Airside Pavement
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Rehabilitation Airside Pavement – CA Services for New Airfield Lighting Vault.

(1) Reasons for Amendment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- _____ Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ Other _____

Method of Negotiating Time of Work:

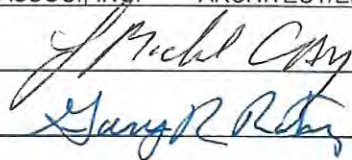
- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

KIMLEY-HORN & ASSOC., INC. ARCHITECT/ENGINEER ACCEPTANCE

Michael Carey



7/2/20

Gary R. Ratay



7/2/20

FDOT: _____
FDOT Representative

FAA: _____
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 20

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Surveyor	T2 Utility Engineers 5670 Zip Drive Fort Myers, FL 33905	\$10,000.00	No	

EXHIBIT B - CONTRACT SUMMARY

Kimley-Horn and Associates Contract No. 7550

Contract Amendment 20

7/20/2020

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum FY 2016-17	TA Issued \$100,000 Level Maximum FY 2017-18	TA Issued \$100,000 Level Maximum FY 2018-19	TA Issued \$100,000 Level Maximum FY 2019-20	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Pavement Evaluation	\$ 890,962.00	\$ -	\$ -	\$ -	\$ 12,650.00	\$ -	\$ 12,830.00	\$ -	\$ 916,442.00	\$ 907,908.40	\$ -	\$ -
2	Bio Remediation Injection Wells	\$ -	\$ -	\$ -	\$ -	\$ 69,810.00	\$ 105,458.91	\$ -	\$ -	\$ 175,268.91	\$ 175,268.91	\$ -	\$ -
3	Taxiway F Pavement - Included in Task 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Design Services	\$ 3,997,430.14	\$ -	\$ -	\$ -	\$ -	\$ 29,190.00	\$ 608,825.00	\$ 46,159.00	\$ 4,026,620.14	\$ 3,998,329.14	\$ -	\$ 28,291.00
5	Taxiway F Pavement CA Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,885.00	\$ -	\$ -	\$ 9,885.00	\$ 9,885.00	\$ -	\$ -
6	Gate B9 Void Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,636.72	\$ -	\$ 28,636.72	\$ 28,636.72	\$ -	\$ -
7	North Ramp Erosion	\$ -	\$ -	\$ (2,969.00)	\$ -	\$ -	\$ -	\$ 29,690.00	\$ -	\$ 26,721.00	\$ 26,721.00	\$ -	\$ -
8	TW F Add'l Geotech Test Priority 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,178.00	\$ 92,178.00	\$ -	\$ -
9	TW F Add'l Geotech Test Priority 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,178.00	\$ 83,178.00	\$ -	\$ -
10	Air Cargo High Mast Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,055.00	\$ 30,055.00	\$ -	\$ -
11	Project Design Revisions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,405.00	\$ 103,405.00	\$ 103,405.00	\$ -	\$ -
12	CA Services for Rehab of Taxiways	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 725,731.50	\$ -	\$ 725,731.50	\$ -
13	CA Services for New Airfield Ligting Vault	\$ -	\$ -	\$ -	\$ 138,145.00	\$ -	\$ -	\$ -	\$ -	\$ 138,145.00	\$ -	\$ 138,145.00	\$ -
CONTRACT TOTALS		\$ 4,888,392.14	\$ -	\$ (2,969.00)	\$ 138,145.00	\$ 82,460.00	\$ 144,533.91	\$ 679,981.72	\$ 149,564.00	\$ 6,356,266.27	\$ 5,455,565.17	\$ 863,876.50	\$ 28,291.00

Board-approved Level 4 - \$100,000 11/3/16

CONSTRUCTION ADMINISTRATION SERVICES FOR NEW AIRFIELD LIGHTING VAULT AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

FINAL revision 03.11.2020

Project Description

The Lee County Port Authority (LCPA) entered into an agreement with Kimley-Horn to provide Professional Services for the Rehabilitation of Airfield Pavements at Southwest Florida International Airport (RSW). Construction Documents have been prepared and the program has been subdivided into separate construction projects.

The Scope of Work included herein includes Services During Construction for the New Airfield Lighting Vault only. Services will include Construction Administration (CA) services only. Resident Project Representative services are not included in this scope of work.

The New Airfield Lighting Vault includes:

- Vault site work including:
 - Clearing and grubbing, erosion control
 - Paving, grading and drainage
 - Concrete sidewalks and equipment pads
 - Sodding, #57 stone surfacing
 - Pavement markings and signage
 - Screen wall
- Security fencing including Gate 63 relocation
 - New gate to be powered by new vault.
 - Cameras, fiber, gate operator
- Fire line extension with fire hydrant
- Security camera and keypad at entrance/exit to building
- Install new fiber from vault to perimeter fence and make connection to existing fiber (see Figure 1). Make connection of security cameras and keypad to airport network.
- Airfield Lighting Vault building (complete) including:
 - Mechanical, electrical, fire alarm monitoring
 - Propane fuel engine generator
 - Propane fuel tanks – 1,000 gallon tanks (2)
- Airfield Lighting Vault electrical equipment including:
 - FPL secondary service
 - Constant current regulators (CCRs)
 - Airfield lighting control monitoring system (ALCMS)
 - Conduit, cabinets, disconnect switches, conductors, and all necessary material to provide an operational airfield lighting vault

- Refer to Electrical Vault Plan sheet E-6.01 for vault layout
- Adjacent can plaza and conduit (no cabling) within limits of site – see Figure 2
- Commissioning of ALV building

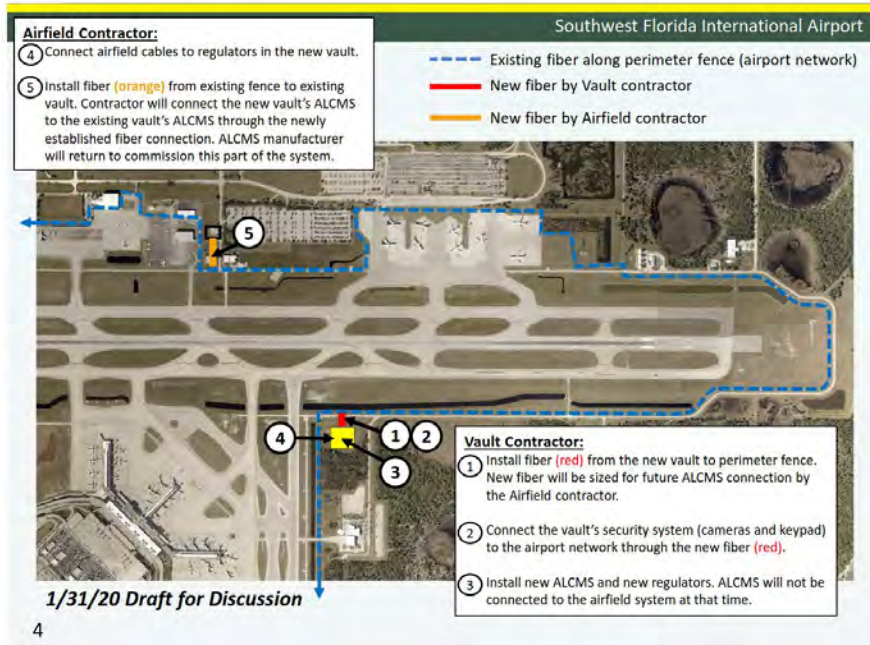


Figure 1: Fiber Connection by Vault Contractor

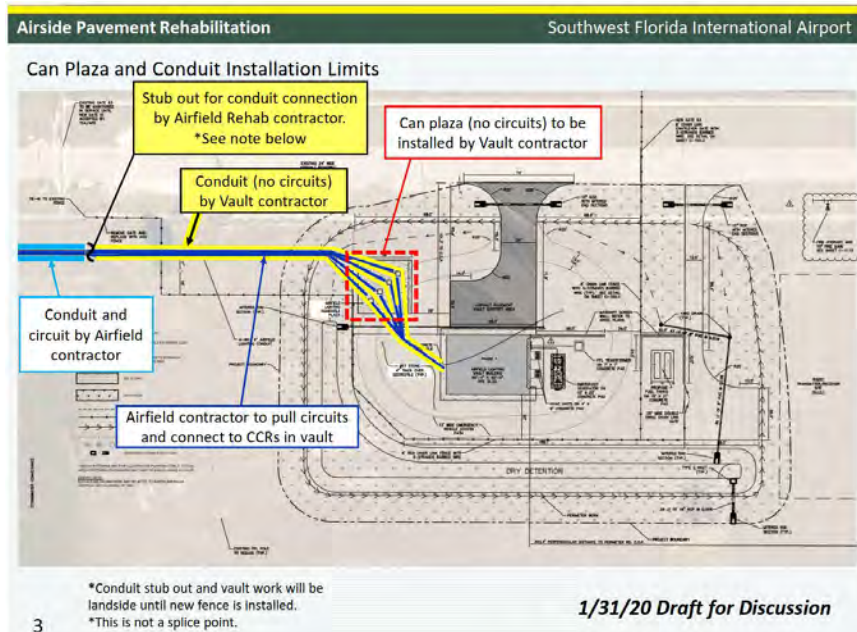


Figure 2: Construction Delineation between Vault Contractor and Airfield Contractor

Team

The professional services will include general items of work with the following breakdown of services between design team members. Quality Assurance and Quality Control testing shall be the responsibility of the CM/GC and not included herein.

Kimley-Horn and Associates:

- Lead design consultant
- Provide construction administration services

T2 Utility Engineers (formerly Cardno, Inc.) or other survey firm

- Owner requested surveying during construction (as needed)

Schedule

Construction Phase Services are estimated to be 321 calendar days. Construction Phase Services will have the following milestones:

Phase		Phase Duration in Calendar Days
Contractor's Notice to Proceed and Mobilization (Phase 1)		30
Phase 2		291
Substantial Completion to Final Completion		30

The project team anticipates the following staffing plan for Construction Phase Services:

Construction Phase Service:	Staffing Plan:
Construction Administration	Office support services as needed
Resident Project Representation	Not included in this agreement

Construction Phase Services under the agreement (except for Post Construction Phase Services/Project Close Out) terminate at the earlier of the issuance by the Owner of the final contract payment or 30 days after the date of substantial completion of the work.

Scope of Services

Task 1 – Construction Administration Services

Following the Authority's award of the construction contract, KH will support the Authority in administering the construction contract.

KH shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KH shall not have the authority or responsibility to stop the work of any Contractor. KH may advise the Authority to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the plans and specifications are noted. Specific services to be provided include:

1.1 General Administration of Construction Contract

KH will coordinate with the Authority and act as their representative as provided in the Contract Documents and attend one pre-construction conference stated in FAA Advisory Circular 150/5370-2G, paragraph 104.b(3). KH will attend the pre-construction conference and shall be prepared to discuss project elements. KH will also attend weekly construction progress meetings. CM/GC will be responsible for meeting agendas, sign-in sheets, and the preparation of meeting notes for distribution to meeting attendees. KH will provide assistance to the CM/GC for the development of the pre-construction conference materials including exhibits and graphics.

Deliverables:

- Assistance to the CM/GC for the development of the pre-construction conference meeting materials.

1.2 Pework Meetings

To facilitate an efficient transition from the bidding process to construction, KH will attend a series of Pework meetings prior to the formal issuance of Notice to Proceed No. 1 (Initiation of formal work activities). The purpose of the meetings will be to facilitate activities needed to initiate the physical work concurrently with Notice to Proceed. Items to be discussed include status of project award, development of critical path and early work activities needed, review of critical path shop drawings, Request for Information, Contractor Quality Control Plans, Construction Schedules, Personnel and Badging requirements, etc. The CM/GC will chair these meetings and will be responsible for meeting agendas, sign-in sheets, and preparation of meeting notes for distribution to attendees. Up to four (4) Pework Meetings are included in this task.

Deliverables:

- Not applicable.

1.3 Conformed Contract Documents

The project specifications and construction plans as prepared for bidding will be updated "conformed" to include the following items from the bidding phase; pre-bid meeting notes, pre-construction meeting notes, fully executed contract, bidding addendums, bidders submittal items and construction plan sheets for distribution to LCPA, FAA, FDOT, CM/GC and Engineer.

Deliverables:

- Electronic PDF of conformed plans, technical specifications and front-end documents

1.4 Visits to Site and Observation of Construction

KH will provide periodic on-site construction observation services during the construction phase. Construction is assumed to have a 48-week duration. KH will make one weekly visit (including mobilization period) within the estimated duration of construction in order to observe the progress of the work. An additional 16 site visits

(once every three weeks) will be provided at the request of the Authority. Such visits and observations by KH are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work by the Authority on KH's exercise of professional judgment. Based on information obtained during such visits and such observations, KH will evaluate whether Contractor's work is generally proceeding in accordance with the plans and specifications, and KH will keep the Authority informed of the general progress of the work.

The purpose of KH's site visits will be to enable KH to better carry out the duties and responsibilities specifically assigned in this agreement to KH, and to provide the Authority a greater degree of confidence that the completed Work will conform in general to the plans and specs. KH shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KH have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KH neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the plans and specs.

KH will recommend to LCPA that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KH believes that such work will not produce a completed project that conforms to plans and specs.

Deliverables:

- Electronic PDF of Engineer's site visit field report with photographs.

1.7 Clarifications and Interpretations

KH will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the Contract Documents to the Authority as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Authority.

KH will, if requested by the Authority, render written decision on all claims of the Authority and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the plans and specs pertaining to the progress of Contractor's work. In rendering such decisions, KH shall be fair and not show partiality to the Authority or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Deliverables:

- Review Contractor's request for information and provide clarification of design intent.
- Return RFI's with response

1.8 Contract Amendments and Field Directives

KH may recommend Contract Amendments to the Authority and will review and make recommendations related to Contract Amendments submitted or proposed by the Contractor. The Authority will authorize Field Directives authorizing variations from the requirements of the Contract Documents. KH will assist in preparation of Contract Amendments in compliance with the Authority for the project.

Deliverables:

- Review Contract Amendment documentation and provide analysis of materials, cost and time to the Authority.
- Copies of proposed Contract Amendment with minor revisions to existing drawings.

1.9 Contractor Payment Request

KH will review the CM/GC's monthly partial payment request, and recommend payment based on-site observations and supporting information provided. Supporting information should include progress schedule, partial release of liens and other Authority required documentation. By recommending any payment, KH will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by KH to check the quality or quantity of Contractors work as it is furnished and performed, beyond the responsibilities specially assigned to KH in this AGREEMENT and the Contract Documents.

Deliverables:

- Copies of approved pay requests along with backup information, as applicable.

1.10 Shop Drawings and Samples

KH will review or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the plans and specs. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

KH will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state, local government entities and the Authority.

Deliverables:

- Returned submittals with Engineer of Record action indicated stamp.

Task 2- Project Close Out

2.1 Substantial Completion

KH will, promptly after notice from CM/GC that it considers the Work ready for its intended use, in company with the Authority and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of the Authority, KH considers the Work substantially complete, KH will notify the Authority and CM/GC.

Deliverables:

- Letter identifying deficient items of construction
- Letter or form of Substantial Completion

2.2 Final Notice of Acceptability of the Work

KH will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the plans and specs so that KH may recommend, in writing, final payment to the CM/GC. Accompanying the recommendation for final payment, KH shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of KH's knowledge, information, and belief based on the extent of its services and based upon information provided to KH upon which it is entitled to rely.

Deliverables:

- Letter providing consideration of general conformance with the Contract Documents

2.3 Project Close Out

KH will prepare a project closeout book summarizing compliance with FAA and FDOT construction standards, except approved modifications. The expected table of contents is as follows:

- Section 1 Final Inspection/Substantial Completion
 - 1.1 Final Acceptance Letter
 - 1.2 Certificates of Substantial Completion
- Section 2 Construction Quantities and Cost
 - 2.1 Summary of Construction Costs
 - 2.2 Summary of Final Construction Quantities
 - 2.3 Final Application for Payment
 - 2.4 Final Release Form
 - 2.5 Consent of Surety for Final Payment and Power of Attorney
 - 2.6 Summary of Contract Time
- Section 3 Construction of Quality Assurance
 - 3.1 Material Certifications and Submittals
- Section 4 Engineering Cost Summary
 - 4.1 Summary of Engineering Costs

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board 1) authorize execution of a contract between the Port Authority and Michael Baker International, Inc. by Chairman and 2) authorize a Contract Amendment in the amount of \$159,490 for Construction Engineering & Inspection Services for the Rehabilitation of Airside Pavement Rehabilitation Project (Airfield Electrical Vault) at RSW
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 431367; Passenger Facilities Charges; RSW Construction Account 21859341234.506510.51
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides for construction engineering and inspection services pursuant to new state requirements.

5. **CATEGORY:** 26.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

Southwest Florida International Airport (RSW) 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 and the construction of 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.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X (6-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

To maintain compliance and ensure agency participation in construction grant funding, on June 25, 2020 the Board selected Michael Baker International, Inc. as the top ranked firm to perform Construction Engineering and Inspection Services for the new Airfield Electrical Vault at Southwest Florida International Airport and authorized staff to begin contract negotiations. Since that time, staff has negotiated a professional services contract and a Contract Amendment with Michael Baker International, Inc. to provide Construction Engineering and Inspection services for fees totaling \$159,490.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

- Contract
- Contract Amendment

Contract Number 8783

Vendor Number 430041

LEE COUNTY PORT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

LOQ 20-33TLB

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR RSW AIRFIELD ELECTRICAL VAULT PROJECT

THIS AGREEMENT is entered this 3rd day of September, 2020, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida ("Authority") at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **MICHAEL BAKER INTERNATIONAL, INC.**, a Pennsylvania corporation, authorized to do business in the State of Florida, having a business address of 4211 West Boy Scout Boulevard, Ste. 500, Tampa, FL 33607, FEI No. 25-1228638 ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to obtain professional construction engineering and inspection ("CEI") services of Consultant for the Airfield Electrical Vault Project (the "Project") at the Southwest Florida International 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 Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes,

(the "CCNA") 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 construction engineering and inspection services to Authority, as described in Schedule "A", Scope of Services, attached to this Agreement and incorporated herein. These services shall be referred to in this Agreement as "Basic Services" and will include serving as Authority's professional consultant and providing the customary services associated therewith.

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 construction engineering and inspection 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 this Agreement commences on the date first written above and continues for one (1) year following the completion of construction and acceptance by the Authority, estimated to be four (4) years from the start of construction, without extension.

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, 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. Consultant agrees that the

Project Manager 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, technical adequacy and accuracy, timely completion, and the coordination of all inspections, 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 inspections, 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 inspections, 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 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 on-going capital improvement program at the Southwest Florida International 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 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services that are not specifically set out in the Scope of Services and may include, but are not limited to:

5.1. 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 the Project or Task.

5.2. 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.

5.3. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

5.4. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to the Project site or Authority's offices.

5.5. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

5.6. 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 Basic Services to be provided herein).

5.7. 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 construction engineering and inspection services practice.

Any additional services may only be authorized by a written amendment to the Agreement, signed by both parties prior to the 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 to this Agreement 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 6 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

6.1. 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, the 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.

6.2. 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.

6.3. 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 expendability, and budgetary limitations.

6.4. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any required work, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

6.5. 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 Consultant's normal business hours.

6.6. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 7 - NOTICE TO PROCEED, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

7.1. Consultant shall commence work under this Agreement upon execution of this Agreement and on receipt of Authority's written Notice to Proceed or a Task Authorization for all or any designated portion of work assigned under this Agreement. If the Scope of Services contemplates the issuance of multiple Task Authorizations (to allow for completion of Consultant's services in phases or to otherwise coordinate work under this Agreement, for example) then each Task Authorization shall include a delivery date and a not-to-exceed dollar amount for all work under any designated Task.

7.2. 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.

7.3. 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.

7.4. 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 8 - COMPENSATION AND METHOD OF PAYMENT

8.1. 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 or any individual Task Authorizations executed by the parties. 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) **Lump Sum** - Upon Authority's acceptance of Consultants' work, Authority will pay Consultant a lump sum as specified in this Agreement or any applicable Task Authorization.

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, or as may be set in a subsequent Task Authorization, agreed to in writing by both parties to this Agreement.

(2) **Monthly Statements** - 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 this Agreement or the Task Authorization, expressed as a percentage of the total work to be performed under this Agreement or that Task Authorization. Each invoice shall be accompanied by a monthly progress report specifying the activities of the previous month.

(3) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's compensation for performing the services required by the Tasks set forth in the Scope of Services or Task Authorization(s) 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 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 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 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).

(4) **Non-Personnel/Reimbursable Expenses** - 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".

(5) **Authorization to Commit Funds** - 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 the expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a 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 Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

8.2 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.

8.3 Failure by Consultant to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

8.4 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.

8.5 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.

8.6 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.

8.7. 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 written 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 9 - 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 10 - PUBLIC RECORDS

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

(1) **Airport Security Plans** - 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) **Building Plans** - 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) **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 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 11 - 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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/publicrecords>.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

Subject to Consultant's receipt of payment due and owing for Consultant's services satisfactorily performed and 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 (“Documents”) shall be delivered to and become the property of Authority, subject to the following limitations: (1) Authority acknowledges and such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Authority or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; and (2) any such use or reuse, or any modification of the Documents by Authority or others, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Authority’s risk and without liability or legal exposure to Consultant its subconsultants, or their officers, directors, members, partners, agents, and employees. Consultant may retain copies thereof for files and internal use.

ARTICLE 13 - 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 14 - INDEMNIFICATION

Consultant shall indemnify and hold harmless 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 recoverable under applicable law, 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.

ARTICLE 15 - 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.

15.1. 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

15.2.1 through 15.2.4, 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.

15.2. 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:

15.2.1. Professional Liability Insurance - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the negligent performance of professional services under this Agreement. Such insurance shall have limits of not less than \$2,000,000 each 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.

15.2.2. Commercial General Liability Insurance - Consultant shall maintain an occurrence form commercial general liability insurance. Coverage shall include, but not be limited to, Personal and Advertising Injury, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Consultant 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	\$1,000,000
Products & Completed Operations	\$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.

15.2.3. Automobile Liability Insurance shall be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles used in performance of this work with limits of not less than:

Bodily Injury and Property Damage Liability \$5,000,000 Combined Single Limit

15.2.4. Worker's Compensation and Employers Liability Insurance 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 Employer's Liability	Florida Statutory Requirements
Each Accident	\$500,000
Disease Each Employee	\$500,000

15.2.5. 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.

15.2.6. 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 16 - 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 17 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all payment 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 18 - AIRPORT SECURITY REQUIREMENTS

Consultant acknowledges that 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 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 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 Consultant, Consultant shall notify the Airport's Police Department that 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 Consultant, Consultant shall surrender any

Airport Security Identification Badge held by Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. Should Consultant fail to surrender these items within five (5) days, Consultant shall be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to Consultant or deducted from any money owing to Consultant, at Authority's discretion.

ARTICLE 19 - TERMINATION OR SUSPENSION

19.1. 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.

19.2. 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.

19.3. 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.

19.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

19.5. 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 20 - 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 21 - 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 22 - CONFLICT OF INTEREST

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 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, 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 subconsultant 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 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 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 under this Agreement, then Consultant or such subconsultant agrees to promptly terminate the representation. Consultant shall require each of its subconsultants 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.

ARTICLE 23 - NOTICES AND ADDRESS OF RECORD

23.1. 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

Michael Baker International, Inc.
4211 West Boy Scout Boulevard, Ste. 500
Tampa, FL 33607

ATTENTION: Mark Kistler, PE – Vice President

23.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 24 - 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 25 - MISCELLANEOUS

25.1. 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.

25.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.

25.4. 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.

25.5. 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.

25.6. 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 26 - 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 27 - 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 28 - 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 29 - 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 30 - E-VERIFY

Prior to January 1, 2021, Consultant agrees that it will register and use 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 registration within thirty (30) days of the date of this Agreement.

If this Agreement is entered on or after January 21, 2021, Consultant certifies by signing below that it is registered with and using the E-Verify Program and is eligible to enter this Agreement.

Once registered, Consultant agrees to use the E-Verify Program to confirm the employment eligibility of:

30.1. All persons employed by Consultant during the term of this Agreement

30.2. All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services or supplies under this Agreement.

Consultant further agrees that it will require each subconsultant or subcontractor performing work or providing services or supplies 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 30 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 31 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

31.1. Compliance with Regulations. 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.

31.2. FAA Nondiscrimination Clause. 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.

31.3. 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.

31.4. 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.

31.5. Sanctions for Noncompliance. 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.

31.6. DBE Policy. 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.

31.7. Prompt Payment Requirements. 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.

31.8. Incorporation of Provisions. Consultant shall include the provisions of paragraphs 31.1. through 31.7. 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 32 - 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 Act 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 33 - 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 34 – MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall have any claim or right against the other party, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

ARTICLE 35 - 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.

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:



(Witness)



(Witness)

ATTEST: CLERK OF COURTS
LINDA DOGGETT

By: _____
Deputy Clerk

CONSULTANT: MICHAEL BAKER
INTERNATIONAL, INC.

By: Nathan Parish 

Title: Project Manager

Date: July 31, 2020
(Corporate Seal)

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of FL

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

FAA APPROVED:

By: _____

FDOT APPROVED:

By: _____

SCHEDULE "A"

SCOPE OF SERVICES

Consultant will 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 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.

Consultant must 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. Consultant will be required to:

- Observe the Contractor's work to determine the progress and quality of work.
- Identify discrepancies, report significant discrepancies to the 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.

Consultant will also 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 Authority's Project Engineer/Project Administrator assigned to the Project of any significant omissions, substitutions, defects, or deficiencies noted in the work of the CM/GC or Utility Agency/Owners (UAO). Produce reports and verify quantity calculations and field measurements for CM/GC payment purposes as needed. Work may also include survey control, geotechnical testing and other services as listed below.

Services that may be required are outlined below:

- Submittals Review
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Engineering Inspections

- Systems commissioning
- Send recommendations to Engineer of Record for design changes
- Sampling and testing of materials
- Geotechnical Testing and Analyses
- On-site inspections
- 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
- Review proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serve as the Port Authority's Field Representative for technical matters
- Manage various subconsultant engineering subcontracts and disciplines
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Certification of final estimates
- Review and recommend As-built record final plans submittals
- Assist with post-construction claims review
- Prepare for arbitration hearings or litigation
- Perform 3rd party private provider inspection services on behalf of the Lee County Building Department.

- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project.
- Submit all information required by Lee County and Florida Statutes that is required to perform these services in a timely manner.

EXHIBIT "B"
BASIS OF COMPENSATION

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$170.00
Senior Electrical Engineer	\$180.00
Construction Manager	\$160.00
Resident Project Representative	\$115.00
Inspector	\$105.00
Administrative Assistant	\$ 80.00

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.

SCHEDULE "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	A
	COMPANY LETTER	B
Name and Address of Insured	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

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.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY				General Aggregate		\$
	<input type="checkbox"/> Commercial General Liability				Products Comp/Ops Aggregate		\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Personal & Advertising Injury		\$
	<input type="checkbox"/> Owners & Contractors Protective				Each Occurrence		\$
	<input type="checkbox"/> X.C.U. Coverage				Fire Damage (Any one Fire)		\$
	<input type="checkbox"/> Broad Form Property Damage				Medical Expense (Any one Person)		\$
	<input type="checkbox"/> Independent Contractors				Specific Project*		\$As above
	AUTOMOBILE LIABILITY				Bodily Injury (Each Person)		\$
	<input type="checkbox"/> Any Auto				Bodily Injury (Each Accident)		\$
	<input type="checkbox"/> All owned Autos				Property Damage		\$
	<input type="checkbox"/> Scheduled Autos				Bodily Injury and Property Damage Combined		\$
	<input type="checkbox"/> Hired Autos						
<input type="checkbox"/> Non-Owned Autos							
	EXCESS LIABILITY				Bodily Injury and Property Damage Combined		\$
	<input type="checkbox"/> Umbrella Form				Statutory		\$
	<input type="checkbox"/> Other than Umbrella Form				(Each Accident)		\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				(Disease-Policy Limit)		\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				(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:



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

Name and Address of Certificate Holder

Date Issued: _____
Authorized Representative: _____
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.

SCHEDULE "D"

DATE: _____

TRUTH IN NEGOTIATION CERTIFICATE


This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: _____

Before me, the undersigned Authority, personally appeared _____, who provided _____ as identification, or _____ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

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.

Executed on behalf of the Party to the Professional Services Agreement referred to as Consultant, doing business as:

Michael Baker International, Inc.

By:  _____

Nathan Parish

Print Name

4211 W. Boy Scout Blvd., Tampa, FL 33607

Address

The foregoing instrument was acknowledged and executed before me by the above signed on this _____ day of _____, _____.

NOTARY PUBLIC, State of _____

Name Printed or Stamped

Commission Expires: _____

Commission Number: _____

SCHEDULE "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONTRACT (AGREEMENT) NAME: _____

TASK NO.: _____

TASK AUTHORIZATION FORM NO.: _____

Upon completion and execution of this Task Authorization Form by both parties to the Agreement, the following services are authorized:

(1) Check One: _____ A) See Agreement Referenced Above

OR

_____ B) See Attachment A

(2) Amount(s) previously Authorized under this Task: \$ _____

(3) Amount Authorized by this Authorization: \$ _____

(4) Total Amount of Authorization under this Task: \$ _____

(5) Time to complete services outlined under this Task Authorization: _____
Calendar Days

(6) It shall be understood between both parties that this Task Authorization shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CONSULTANT'S ACCEPTANCE

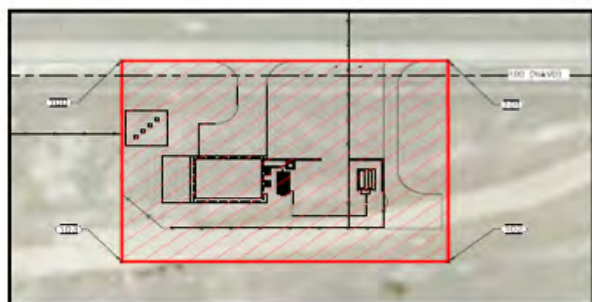
Print Name of Firm Print Authorized Name Authorized Signature
Date: _____

LCPA PROJECT MANAGER'S ACCEPTANCE

LCPA _____ Print
Authorized Name Authorized Signature Date

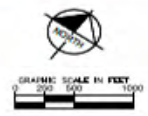
FAA/FDOT APPROVAL

FDOT: _____ FAA: _____
Signature-FDOT Representative Signature-FAA Representative
Date: _____ Date: _____



POINT TABLE

POINT	LATITUDE	LONGITUDE	ABOVE GROUND LEVEL (AGL) (FT)	ABOVE MEAN SEA LEVEL (AMSL) (FT)
100	N29° 32' 08.88"	W81° 40' 05.93"	100	531
101	N29° 32' 08.28"	W81° 43' 03.11"	100	531
102	N29° 32' 08.84"	W81° 43' 01.85"	100	531
103	N29° 32' 05.03"	W81° 40' 04.33"	100	531



LEGEND:

- LIMITS OF CONSTRUCTION AND TEMPORARY CRANE
- P.A.S. PART 77 RESHAPE SURFACE ELEVATIONS (NAVD 88)

NOTES:

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).
2. TEMPORARY CRANE
 - a. MAXIMUM CRANE HEIGHT WILL BE 100' ABOVE GROUND LEVEL (AGL)
 - b. CRANE MAY PENETRATE PART 77 SURFACE BY APPROXIMATELY 31'
3. GROUND ELEVATIONS:
 - a. EXISTING GROUND ELEVATION VARIES FROM 24' TO 27' NAVD.
 - b. PROPOSED PAVEMENT SURFACE ELEVATION FOR THE VAULT INCLUDING ITS 31.2' HAIR, THE ASSIGNED GROUND ELEVATION HAS BEEN ROUNDED TO 31' NAVD / 31' AMSL.



LIMITS OF PROPOSED AIRFIELD LIGHTING VAULT CONSTRUCTION

CA No. 1

Vendor No. 430041

Contract No. 8783

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 20-33TLB Construction Engineering and Inspection (CEI)
Services for RSW Airfield Electrical Vault Project
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.** All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Airfield Electrical Vault – CEI Services

(1) Reasons for Amendment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

Michael Baker International _____ CM/GC ACCEPTANCE

Nathan Parish  _____

LCPA Project Manager Recommendation (If Applicable) _____

N/A _____

FDOT: _____

FDOT Representative

FAA: N/A _____

FAA Representative

Approved as to Form: _____

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 1

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Quality Assurance Materials Testing	ECS Florida, LLC 13850 Treeline Ave. S. #4 Fort Myers, FL 33913	\$10,000.00	No	

EXHIBIT B - CONTRACT SUMMARY

Michael Baker International

Contract #

#	Task	Board Approved Contract	Total Project Budget	Other Contract Adjustments	This Contract Adjustment	TA Issued FY 2019-20	TA Issued FY 2020-21	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	CEI Services				\$159,490.00			\$159,490.00		\$159,490.00	
CONTRACT TOTALS		\$0.00	\$0.00	\$0.00	\$159,490.00	\$0.00	\$0.00	\$159,490.00	\$0.00	\$159,490.00	\$0.00

Southwest Florida International Airport (RSW)
Airfield Electrical Vault Project
Construction Engineering and Inspection (CE&I) Services
(LOQ 20-33TLB)

Objective

The Lee County Port Authority (AUTHORITY) has requested that Michael Baker International, Inc. (CONSULTANT) provide Construction Engineering and Inspection (CE&I) services for the Airfield Electrical Vault Project at the Southwest Florida International Airport (RSW).

Description

The project includes constructing a new airfield electrical vault (2,160 SF) on a 1.1-acre site at RSW. The CONSULTANT will provide all necessary CE&I services associated with construction of the project including a full time Resident Project Representative (RPR), Project Management & Office Support along with Quality Assurance (QA) materials testing.

Part 1 –Project Management and Office Support

1.1 Client Coordination

CONSULTANT's project manager will maintain communications and coordination with LCPA throughout the execution of this project from project initiation and scoping through final construction completion. The manhour estimate is based on 1-hr per week for 50 weeks.

Deliverables: Bi-weekly status update emails

1.2 Contract and Subconsultant Management

This task includes the internal management of the contract including accounting, cost tracking, billing, filing, record keeping and contract coordination with subconsultant. CONSULTANT will prepare and maintain the Project Management and Quality Management Plans for the project. CONSULTANT will assign tasks to appropriate staff and monitor work quality and work schedule. CONSULTANT will control budget, schedule and quality during the project. CONSULTANT will prepare, submit and track invoices to LCPA. CONSULTANT will review, process, and track subconsultant invoices. CONSULTANT will maintain coordination with subconsultant and monitor subconsultant's performance. The manhour estimate is based on 6 hrs per month for 11 months.

Deliverables: Invoices, Quality Control Documentation, Project Management Plan, and Quality Management Plan (pdf format – upon request)

1.3 Office Support

CONSULTANT will provide part-time engineering and office support to provide the following services:

- Document review / familiarization (2 engineers, RPR, and back-up inspector)
- Attendance at weekly meetings by teleconference. (1 project manager, 1 hr per meeting, 45 meetings)
- Site visits and in-person meetings, including pre-construction meeting (1 project manager, 6 hrs per visit, 5 visits)

- Naming and filing photographic documentation. (6 hrs per month)
- Assistance in maintaining electronic files. (2 hrs per month)

Deliverables: Document review comments, meeting notes, photographic documentation

Part 2 – Construction Observation

2.1 Resident Project Representative

The CONSULTANT will provide one (1) Resident Project Representative (RPR). RPR presence onsite will be on fixed days of the week as shown below. Workdays will be agreed upon prior to construction start and generally maintained for the duration of construction.

Project Startup (4 weeks)

Week A - 1 Day – Mondays or Fridays

Week B - 2 Days – Mondays & Fridays

Main Construction (41 weeks)

Week A - 2 Days – Mondays & Fridays

Week B - 3 Days – Mondays, Tuesdays & Fridays

Closeout (4 weeks)

All weeks - 1 Day – Mondays or Fridays

RPR will represent the AUTHORITY'S interests at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding construction activities. RPR's dealings in matters pertaining to the onsite work shall, in general, be with the CONSULTANT and CM/GC. Written communication with the AUTHORITY will be through or as directed by CONSULTANT. RPR duties will include:

- Conduct on-site observations of work in progress to assist in determining general construction conformance with the contract documents and permitting conditions. Report in writing any deviation from contract documents or observed unsafe conditions.
- Prepare daily observation reports and distribute regularly. Daily reports will include:
 - Description of construction activities performed
 - Extents and approximate quantities of work performed
 - Weather conditions
 - Construction personnel and equipment present
 - Changed conditions
 - List of visitors
 - General and specific observations
 - Observed testing procedures
- Maintain photographic record of construction
- Prepare a quality assurance (QA) materials testing schedule and schedule and confirm quality assurance material testing is being completed in accordance with the technical specifications. Maintain copies of quality assurance test reports and transmit those reports to the engineer of record for review. Ensure all failed testing is corrected and retested until passing tests are obtained.
- Confirm equipment and systems startup are conducted in the presence of the appropriate personnel.

- Coordinate with CM/GC that adequate project files and records are being maintained.
- Coordinate with CM/GC that adequate quality control testing is being performed according to the technical specifications.
- Maintain redline mark-ups of construction plans and specifications for incorporation into record drawings.
- Coordinate with CM/GC that redline changes are being kept by CM/GC.
- Review CM/GC progress schedules, schedule of shop drawings, testing schedules, and schedule of values prepared by CM/GC and monitor that these schedules are being adhered to.
- Attend weekly construction progress meetings.
- Track / verify as-built construction quantities against monthly CM/GC pay applications.
- Maintain electronic copies of project documentation and assemble closeout book.
- Coordinate and attend substantial completion and final completion inspections.
- Assist in the preparation of the punch list and confirm completion of punch list.
- Coordinate that proper equipment testing, commissioning, and training are performed by CM/GC.

RPR Limitations

Except upon written instructions of the CONSULTANT, the RPR shall not:

- Authorize any deviation from the contract documents or approve any substitute materials or equipment.
- Exceed limitations of the CONSULTANT's authority as set forth in the contract documents.
- Undertake any of the responsibilities of the CM/GC, subcontractors, or CM/GC superintendent, or expedite the work.
- Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
- Issue directions as to CM/GC safety programs in connection with the work.
- Accept shop drawing or sample submittals from anyone other than the CM/GC.
- Authorize the AUTHORITY to occupy or utilize the project in whole or in part
- Participate in specialized field or laboratory tests, or inspections conducted by others

Deliverables: Daily inspection reports, meeting notes, QA test reports, written correspondence, closeout documentation book, photographic documentation, QA testing schedule, punch list, pay request quantity reviews, substantial and final completion signoffs, schedule comments, redline as-built changes,

Part 3 – Quality Assurance Materials Testing

3.1 Quality Assurance (QA) Materials Testing

CONSULTANT will supply and manage an independent Quality Assurance (QA) materials testing laboratory to perform onsite and laboratory field testing as indicated in the project technical specifications.

Deliverables: QA test reports

Assumptions and Exclusions

- CONSULTANT will provide:
 - Vehicle insurance coverage for airside vehicle operations at RSW
 - Handheld two-way radio.
 - Required computer equipment.
 - Project manager, RPR and back-up inspector will obtain RSW badges
 - A properly equipped vehicle for operating at RSW per Part 139.
- Compensation / contract / payment will be made on a Lump Sum basis.
- Scope excludes technical review of submittals and responses to RFIs.
- CM/GC shall provide a field office space for the RPR with access to copiers, scanners, printers.
- CM/GC shall provide access to Procore account for project and other project related computers systems and stored documents.
- A back-up RPR or inspector will be provided occasionally to fill in for the primary RPR onsite.
- Fee estimate is based on a 40-hr work week. Extra hours and nighttime hours are not currently included.
- Invoicing will be based on the percentage of construction value completed at the time of the invoice. Invoices will be submitted monthly.
- Scope excludes quality control (QC) materials testing as this will be performed by the CM/GC.
- All deliverables will be provided in electronic format.
- CM/GC shall provide all required surveying including construction staking, survey control, and as-built survey.
- CONSULTANT will file email and written communications but will not log submittals and RFIs as this will be done through Procore and managed by CM/GC. CONSULTANT will review Procore to check status of submittals against CM/GC submittal schedule and project schedule.
- CM/GC will prepare substantial and final completion forms for CONSULTANT's signature.
- CONSULTANT will not inspect or monitor offsite facilities such as plants or testing laboratories.
- CONSULTANT will not assume the role of engineer of record or related duties for the project.
- Permitting of any kind and permitting fees are excluded.
- South Florida Water Management District (SFWMD) permit closeout and related survey and coordination are excluded
- CONSULTANT will not prepare meeting agenda, minutes, or run project meetings. CONSULTANT will provide notes to CM/GC for incorporation into meeting minutes.
- Davis Bacon wage-rate interviews and collection and checking of certified payrolls are excluded.



- The AUTHORITY may negotiate additional contracts or amendments to this contract with Michael Baker for services beyond this scope of work.

Fee

Total Lump Sum: \$ 159,490

**LEE COUNTY PORT AUTHORITY
DBE and W/MBE Participation Form**

Task/project Name	Airfield Lighting Vault CE&I
Task # (if available)	

- 1) Consultant/Contracting Firm: **Michael Baker International, Inc.**
- 2) Scope of Service(s): **Provide part time CE&I services and associated project management and office support for the construction of a new airfield lighting vault at RSW.**
- 3) Identify subconsulting/subcontracting opportunity(s) under this task: **Quality Assurance Materials Testing**
- 4) LCPA DBE Manager Consultation Date: **7/31/2020**
- 5) Applicable Minority Certification(s): DBE W/MBE Both (Verify with DBE Manager)
(Only companies certified as DBE or W/MBE in the State of Florida can be applied toward the anticipated % goal.)
- 6) Anticipated Participation Goal: **0** %
- 7) List all efforts that were taken in order to include and/or increase DBE or W/MBE participation under this task. Attach all relevant supporting documentation.
 1. **Contacted LCPA for potential qualified local firms.**
 2. **Performed online searches for qualified local firms.**
 3. **Evaluated the cost of travel to LCPA for non-local DBE firms against the cost of local non-DBE firms.**
 4. _____

Attach Additional Sheets as Necessary

Consultant's Authorized Representative

Nathan Parish

Printed Name

Project Manager

Title

07/28/20

Date

Lee County Port Authority DBE Manager

Julio A Rodriguez

Signature

Type text here

None

Comments/concurrences

7/31/20

Date

Submit to: Julio A. Rodriguez
Lee County Port Authority
11000 Terminal Access Rd., Suite 8671
Fort Myers, FL 33917
Telephone: 239-590-4625

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize a Contract Amendment with Aero Systems Engineering, Inc., in the amount of \$334,274.44 to perform Construction Administration services associated with the Passenger Boarding Bridge Replacement Project at RSW.</p> <p>2. FUNDING SOURCE: Passenger Facility Charges, RSW Construction Account No. 20860841234.506510.70</p> <p>3. TERM: Five Years</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides needed design evaluation and inspections during construction of the project.</p> | <p>5. CATEGORY: 27.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|---|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

During the original construction of the Midfield Terminal Complex (2002-2005), twenty-seven (27) Passenger Boarding Bridges (PBB) were competitively procured, delivered and installed as part of the project. The bid award went to the lowest responsive bidder, DEW Bridge. DEW was a Canadian manufacturer that introduced itself into the PBB market in 1998 by designing a small bridge that was to be utilized on Regional Jet (RJ) type aircraft. They were the first PBB manufacturer to focus on the RJ aircraft and had very good success in that market. As other US manufacturers developed a competitive bridge to service RJs, DEW developed a full-service apron drive bridge to accommodate larger aircraft. They produced very few of these units prior to discontinuing their PBB venture. Apron drive bridges built by DEW were installed at several locations including: Harrisburg, Pennsylvania, Baltimore Washington International and Fort Myers, Florida. There are also a few other airport locations with one or two of these units installed. RSW purchased nearly one-half of all the apron drive bridges built by DEW, which were also very close to the last units built by this particular manufacturer. In 2012 Ameribridge purchased the rights to build the DEW product, but as of this date, Ameribridge has only built and sold one PBB.

As a result of an inspection of the current PBBs, and with replacement parts increasingly hard to find, it was determined that replacement of the 27 PBBs should be planned. The design for the replacement has been completed and the project includes foundation modifications, air conditioning/HVAC systems, ground power, APUs, lightning protection, signage, ramp and building/structural work.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

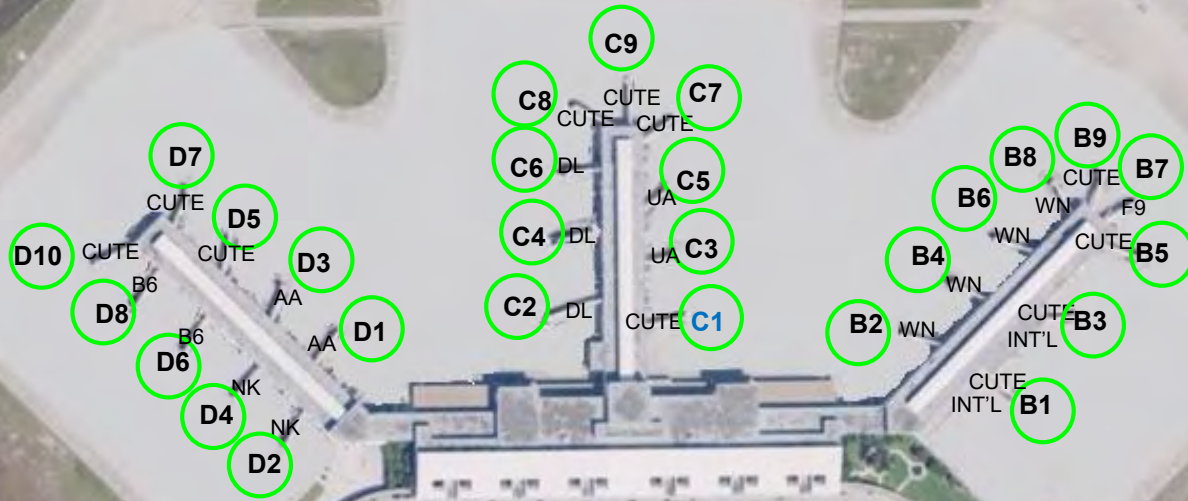
Background (continued)

Staff has negotiated a contract with Aero Systems Engineering, Inc. to perform Construction Administration (CA) services for the project. Construction Administration services will include the following: review of shop drawings, submittals and payment applications; factory acceptance test inspections for PBB, PCA, and 400Hz units; attendance at project related meetings; response to contractor requests for information, assistance with contract amendments that may be needed; participation in inspections; review of all quality assurance results; preparation of record drawings and final completion project certification. Total fees for this work is \$334,274.44, with \$23,161.44 or 6.9% paid to DBE subconsultants.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment:
Contract Amendment

RSW Replace 27 Passenger Boarding Bridges



Project Contract Structure

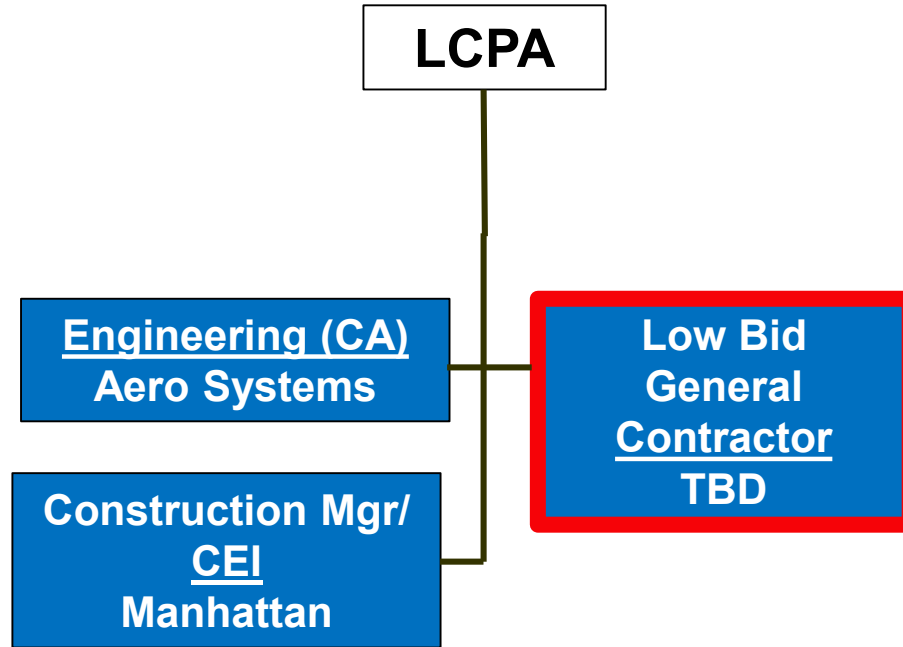


EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 4

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Electrical design	Faith Group, LLC 4712 SE 15 th Ave. B Cape Coral, FL 33904	\$14,850.00	Yes	\$14,850.00
Electrical	Arora Engineers 61 Wilmington West Chester Pike Chadds-Worth PA	\$8,311.14	Yes	\$8,311.14

AERO Systems
Engineering

Contract 8431

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract	Total Project Budget	Other Contract Adjustments	This Contract Adjustment	TA Issued FY 2017-18	TA Issued FY 2019-20	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Design Study					\$40,143.00		\$40,143.00	\$40,143.00		
2	Design Bidding	\$1,199,061.00						\$1,199,061.00	\$1,199,061.00		
3	Cameras & GSE System						\$40,676.00	\$40,676.60	\$40,676.60		
4	CA Services				\$334,274.44			\$334,274.44		\$334,274.44	
CONTRACT TOTALS		\$1,199,061.00	\$0.00	\$0.00	\$334,274.44	\$40,143.00	\$40,676.00	\$1,614,155.04	\$1,279,880.60	\$334,274.44	\$0.00

I. OBJECTIVE

The following scope of services applies to the Construction Administration and Project Close Out phases of the Passenger Boarding Bridge replacement project.

II. GENERAL PROJECT DESCRIPTION

The project's general scope was the replacement of 27 Passenger Boarding Bridges at the existing facility on Concourses B, C and D. The design included new point of use (POU) preconditioned air (PCA) units and 400Hz ground power units (GPU) at gates with older equipment (existing gates that have older equipment have been previously identified in the study). The project further included upgrades and modifications to the existing facility's electrical distribution system at the gates that required upsizing equipment, and new and modified foundations for the replacement PBBs. The project also included modifications to aircraft parking and airside ramp striping to meet ADA requirements with the replacement PBB sizes, and to maximize aircraft fleet mix.

The design portion provided the construction documents for aircraft parking planning, ramp striping removal and installation, PBB demolition & installation, equip gates with point of use (POU) PCA and 400Hz ground power, and the removal of existing gate located PCA and 400Hz ground power equipment. Existing potable water cabinets remained in their original configuration. The project included the design of electrical upgrades to each gate position, and PBB foundation modifications.

The previous task authorizations provided Design and Bidding phases, with this task authorization scope adding Construction Administration (CA) and Project Close Out services.

III. CONSTRUCTION ADMINISTRATION AND PROJECT CLOSE OUT PHASES

1 Shop Drawing Submittals

The Designer will review and approve or comment on shop drawings from vendors/manufacturers.

2 Submittal Revisions (One Round)

The Designer will review and approve up to one (1) round of revised shop drawings.

3 PBB Factory Acceptance Test Inspections

The Designer will attend one (1) Factory Inspection Test for the Passenger Boarding Bridge to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

4 PCA Factory Acceptance Test Inspections

The Designer will attend one (1) Factory Inspection Test for the PCA equipment to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

5 400Hz Factory Acceptance Test Inspections

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc. in the amount of \$4,076,000.01 to perform Construction Management and Construction Engineering Inspection services associated with the Passenger Boarding Bridge Replacement Project at RSW</p> <p>2. FUNDING SOURCE: Passenger Facility Charges, RSW Construction Account No. 20860841234.506510.50</p> <p>3. TERM: Five Years</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides for Construction Management and Construction Engineering Inspection of the project.</p> | <p>5. CATEGORY: 28.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|--|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

During the original construction of the Midfield Terminal Complex (2002-2005), twenty-seven (27) Passenger Boarding Bridges (PBB) were competitively procured, delivered and installed as part of the project. The bid award went to the lowest responsive bidder, DEW Bridge. DEW was a Canadian manufacturer that introduced itself into the PBB market in 1998 by designing a small bridge that was to be utilized on Regional Jet (RJ) type aircraft. They were the first PBB manufacturer to focus on the RJ aircraft and had very good success in that market. As other US manufacturers developed a competitive bridge to service RJs, DEW developed a full-service apron drive bridge to accommodate larger aircraft. They produced very few of these units prior to discontinuing their PBB venture. Apron drive bridges built by DEW were installed at several locations including: Harrisburg, Pennsylvania; Baltimore Washington International; and Fort Myers, Florida. There are also a few other airport locations with one or two of these units installed. RSW purchased nearly one-half of all the apron drive bridges built by DEW, which were also very close to the last units built by this particular manufacturer. In 2012 Ameribridge purchased the rights to build the DEW product, but as of this date, Ameribridge has only built and sold one PBB.

As a result of an inspection of the current PBBs, and with replacement parts increasingly hard to find, it was determined that replacement of the 27 PBBs should be planned. The design for the replacement has been completed and the project includes foundation modifications, air conditioning/HVAC systems, ground power, APUs, lightning protection, signage, ramp and building/structural work.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

As the Board selected Construction Manager, Manhattan has completed preconstruction services during the design phase activities and assisted in the competitive bidding of the project for construction. As a result, staff has negotiated a contract for Manhattan to provide Construction Management and Construction Engineering Inspections services during the construction phase of the contract. These services include:

- Acting as an extension of staff, Manhattan will provide general oversight of all aspects of the construction phase
- Project schedules and budgets
- Schedule and conduct preconstruction and weekly progress meetings
- Coordination with the FAA and FDOT on all matters
- Insure compliance with all LCPA agreements
- Review of shop drawings
- Review and processing of construction pay applications
- Field design changes and engineering review
- Perform quality assurance testing
- DBE tracking and reporting
- Project inspections
- Dispute resolution

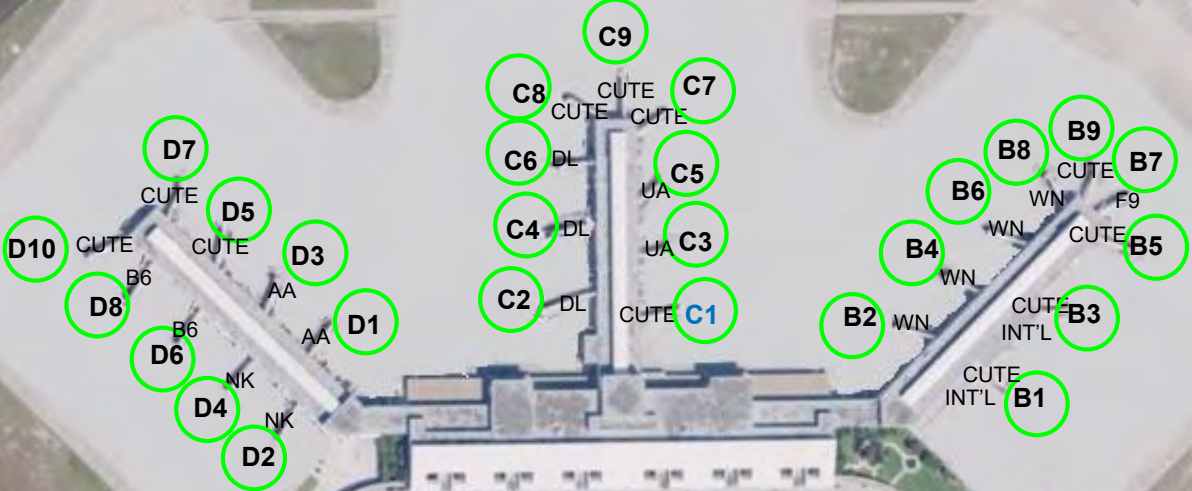
As a result of negotiations, a Contract Amendment is requested in the amount of \$4,076,000.01, \$211,000 of which will be paid to sub-consultants, \$175,000 will be paid to local firms.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of written Task Authorization in accordance with the Board-approved contract. Only tasks authorized can be billed by and paid to the Construction Manager.

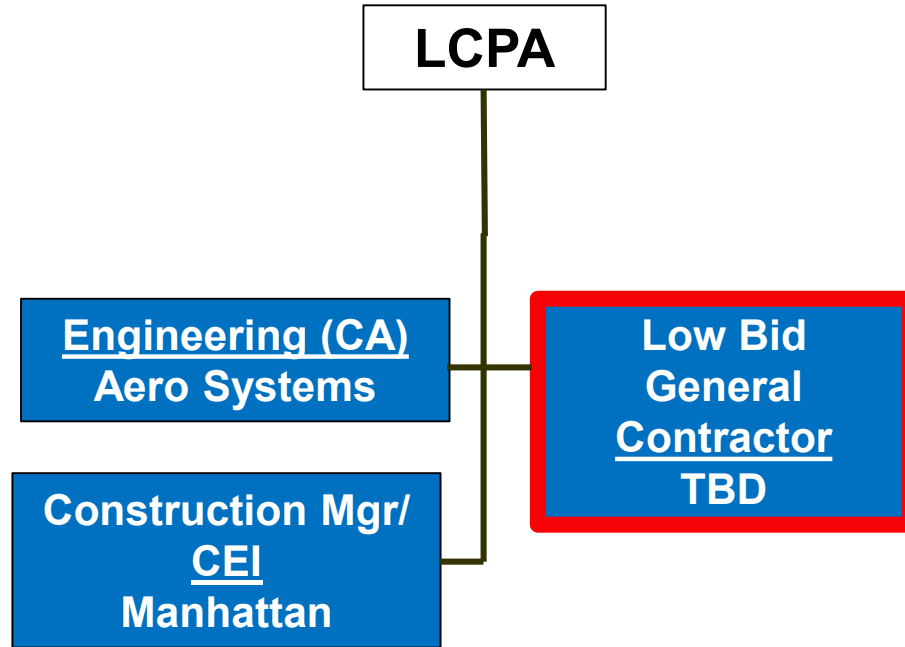
Attachments:

Contract Amendment

RSW Replace 27 Passenger Boarding Bridges



Project Contract Structure



CA No. 3

Vendor No. 407611

Contract No. 8135

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 18-08 Replacement of Passenger Boarding Bridges
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.** All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Replacement of Passenger Boarding Bridges – Construction Management

(1) Reasons for Amendment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

Manhattan Construction (Florida), Inc. _____ CM/GC ACCEPTANCE

Gordon Knapp _____ 

LCPA Project Manager Recommendation (If Applicable) _____

_____ N/A _____

FDOT: _____

FDOT Representative

FAA: _____

FAA Representative

Approved as to Form: _____

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 3

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
QA/QC CEI	GFA International, Inc. 201 Waldo Ave. N. Lehigh Acres, FL 33971	\$175,000.00	No	
Surveying	ABB, Inc. 8785 SW 16 th Ave. Miami, FL 33193	\$36,000.00	No	

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 18-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 19-20	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Preconstruction Services	\$ -	\$ -	\$ -	\$ -	\$ 103,386.00	\$ -	\$ 103,386.00	\$ 103,386.00	\$ -	\$ -
2	Construction Management PBB		\$ -	\$ -	\$ 4,076,000.01	\$ -	\$ -	\$ 4,076,000.01		\$ 4,076,000.01	\$ -
CONTRACT TOTALS		\$ -	\$ -	\$ -	\$ 4,076,000.01	\$ 103,386.00	\$ -	\$ 4,179,386.01	\$ 103,386.00	\$ 4,076,000.01	\$ -

Tasks – SWFL International Airport Passenger Boarding Bridges Replacement Project

I. OBJECTIVE

The objective of the CM services provided under this task authorization shall be to assist the Port Authority and the design consultants to provide for the timely and successful completion of all construction elements required for the Southwest Florida International Airport (RSW) – Passenger Boarding Bridges (PBB) Replacement. More specifically, the overriding objective of Manhattan Construction (Florida) Inc. as the CM is to manage the work for the Lee County Port Authority (LCPA) and the design consultants in keeping this project on schedule, within the prescribed budget, and fully coordinated with all airlines, airport operations, and other parties.

The Construction Phase Contract Documents for this project include:

- The Board-approved Basic Agreement between the LCPA and the CM
- The General Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below to include:
 - RFB20-53MWW PBB Replace and all other bid documents
- All Addendums issued Prior to Bid
- Drawings and specifications issued by AERO Systems Engineering dated 02/14/2020

II. DESCRIPTION

The CM will provide for the necessary construction management, Construction Engineering & Inspection (CEI) services, and related testing and survey services as needed for the planned construction of the Passenger Boarding Bridges (PBB) Replacement, at the Southwest Florida International Airport (RSW) – Fort Myers, Florida.

The Passenger Boarding Bridges (PBB) Replacement Project is generally described as replacing the existing passenger boarding bridges including:

1. Installation and replacement of 27 total bridges including the following:
 - i. B1 – B9
 - ii. C1 – C9
 - iii. D1 – D8
 - iv. D10
2. Removal and hauling away of existing bridges.
3. New point of use (POU) preconditioned air (PCA) units.
4. New point of use (POU) 400Hz Ground Power Units (GPU) as noted.
5. Back-up power supply for data infrastructure.
6. Demolition and removal of concrete for added concrete structural foundation pedestal for new bridge support.
7. Removal and restriping / pavement markings for plane parking plans.

III. BASIC SERVICES

General Project Clarifications:

- a) Costs associated with Energy reviews and Accessibility reviews and inspections are not included.
- b) Sales tax is included on all incorporated material at a rate of (6.00%)
- c) USGBC Fees or Enhanced Commissioning costs are not included.

- d) Testing Lab Services are included as an allowance.
- e) We do not include any engineering responsibility for design liability for any of the work shown on the Contract Documents, including concrete structural support foundations, the structural or miscellaneous steelwork for the Passenger Boarding Bridges column support infrastructure. The Architect and the other design consultants are responsible for the complete and proper design and associated design liability.
- f) We exclude additional costs and/or time as a result of a broadly defined act of war or terrorism or increases in security or procedures and/or security instituted or enforced as a result of or during any government alert or threat condition level above a "Guarded Condition".
- g) We do not include the costs for reproductions of drawings and specifications. These costs will be submitted as a reimbursable cost.
- h) We have excluded the cost for any Building Engineer fees imposed by the Owner / Others. If needed, this is assumed to be furnished and paid for by Others.
- i) Manhattan excludes any responsibility or liability for patent, trademark, or copyright infringement claims based on content of the Contract Documents.

Coordination:

- a) The CM shall accept the relationship of trust and confidence established with the Owner as outlined in the Master Agreement, and covenants with the Owner to furnish the CM's reasonable skill and judgment and to cooperate with the A/E in furthering the interests of the Owner.

The CM shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, A/E, CM, and other persons or entities employed by the Owner for the Project. The CM will assist the Owner and the A/E as required for the timely successful completion of the project.

- b) The CM shall attend all necessary local meetings, within 60 miles, with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.
- c) As requested by A/E or General Contractor (GC), the CM shall assist in obtaining additional information from the PORT AUTHORITY when such information is required at the job site for proper execution of the work.
- d) The CM shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record, GC, and Construction Administrator during the duration of construction.
- e) The CM shall recommend to the PORT AUTHORITY any GC requests for extensions of contract time.

Construction Management /Contract Administration:

- a) The CM shall schedule and conduct the preconstruction conference.
- b) The CM shall assign specific on-site **CM Field Representatives** (from NTP to FC - max. 61 weeks) who will:
 - i. Document day-to-day on-site field labor forces, including GC superintendents, subcontractors, CEI and other construction related personnel.

- ii. The CM shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
 - iii. CM will attend regularly scheduled construction progress meetings
 - iv. CM will coordinate all survey and control
 - v. CM will coordinate with LCPA, GC and Local Municipalities to obtain locations of public and private utilities.
 - vi. CM will assist with providing technical assistance along with LCPA, GC, and AE and provide support with Project Issues.
 - vii. CM will provide additional Field Representatives for required overnight work
 - viii. CM will review and make recommendations for all contract amendment requests
 - ix. CM will coordinate site testing and inspection efforts.
 - x. CM will communicate and enforce contract CSPP phasing compliance and schedule milestones
 - xi. CM will prepare and submit daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
 - xii. CM will coordinate with GC for maintenance of traffic and the marking and lighting of obstructions and/or excavations.
 - xiii. CM will oversee as-built record drawing plans and perform an initial review of submittals
 - xiv. CM will review and make recommendations for any post construction claims
 - xv. CM will assist LCPA and AE with substantial completion and punch-list inspections
- c) The CM shall assign a specific on-site **CM Project Manager** (from NTP to FC - max. 61 weeks) who will:
- i. CM will schedule and attend monthly client briefings
 - ii. CM will conduct regularly scheduled construction progress meetings
 - iii. CM will review and make recommendations for all contract amendment requests
 - iv. CM will review and make recommendations for all GC payment applications
 - v. CM will monitor costs, including labor time and material.
 - vi. CM will oversee as-built record drawing plans and perform an initial review of submittals
 - vii. CM will review and make recommendations for any post construction claims
 - viii. CM will assist LCPA and AE with substantial completion and punch-list inspections
- d) The CM shall go under contract with a qualified **Project CEI** (max 57 weeks) who will:
- i. Monitor compliance to applicable Quality Assurance and (QA) policies, performance standards and specifications.
 - ii. Document and report all necessary QA requirements to the Engineer of Record and QA manager.
 - iii. Monitor and document quality control and quality assurance of the work.
 - iv. Report to CM, A/E, and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT

AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval

- v. Monitor, document, measure and record all quantities of work performed by all subcontractors.
- vi. Prepare and submit a daily report to the CM project manager reporting and recording all pay item quantities.
- vii. Assist the CM in the Review of pay applications and quantity verification.

V. ADDITIONAL SERVICES

- a) CM will provide monthly Aerial progress photos
- b) CM will retain a qualified Florida licensed Professional Surveying firm and coordinate all survey and control
- c) CM will retain a qualified testing laboratory for quality assurance testing
- d) Office based support staff and accounting staff
- e) Utilization of web-based platform for document control
- f) CM will periodically travel and inspect the manufacturing process for passenger bridges and additionally will inspect stored materials before payment applications as needed.

Safety:

- a) The CM will review the safety requirements outlined within the Contract Documents, specifically those that address FAA AC 150/5370-2G, "Operational Safety on Airports During Construction Activity," and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements. If the work pursuant does not adhere to such plan, or if an unsafe condition presents itself, then CM shall notify the PORT AUTHORITY and implement remediation to cure the unsafe condition.
- b) The CM shall stop or suspend the construction anytime that the CM considers the intent of the safety plan or FAA ACs are being violated or that a hazardous condition has been or is created.
- c) The CM shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM shall discuss phasing with the PORT AUTHORITY representatives and make recommendations on any changes to project phasing.
- d) The PORT AUTHORITY encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Substantial Completion:

- a) When the GC considers the work ready for substantial acceptance, the CM shall accept a written request for inspection by the GC. After the CM has preliminarily inspected and approved the work, the CM shall advise the A/E and PORT AUTHORITY, in writing, the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CM shall plan, schedule, and lead the inspection walk through(s) of the work.
- b) The CM will review all comments and those comments designated as the GC's responsibility shall be compiled as the PORT AUTHORITY Punch List. The CM shall

examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.

- c) For Substantial Completion inspection, the CM shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CM will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY and A/E Punch List) to necessary subcontractors for corrective action with copies to all parties.
- d) Upon correction of the deficiencies, the CM shall accept a written request by the GC for Final Inspection. The CM shall plan, schedule, and lead the final inspection walk through of the work. The CM shall, re-inspect the work, and if approved, shall advise the A/E and PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Close Out and Final Acceptance:

- a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY and A/E.
- b) Perform post-construction administrative project close out procedures.
- c) Coordinate red-line as-built drawings transmittal from GC to the A/E
- d) Prepare final project accounting and reporting to the PORT AUTHORITY, as required.
- e) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of all PORT AUTHORITY closeout documentation, warranties and guarantees.
- f) Provide final certification that ALL record drawings, warranties, and project-related files have been reviewed by the CM and provided to the Port Authority as required and provided for in the contract and project specifications.

IV. PROJECT FEE SUMMARY

Lump Sum Price: The sum of the cost of the CM Fee and sub-consultants is subject to additions and deductions by contract amendments as provided in the Contract Documents.

Such lump sum is referred to in the Contract Documents as the Lump Sum Price. Costs which would cause the Lump Sum Price to be exceeded by no fault of the PORT AUTHORITY shall be paid by the CM without reimbursement by the PORT AUTHORITY.

For the purpose of this agreement, Contract amendment shall be used to reflect a contractual change to the contract time, dollars or scope. However, for tracking

For the purpose of this agreement, Contract amendments serve to amend the contract, Task Authorizations for Contract amendments will be required in order to authorize contracted work to begin.

The Lump Sum Price shall be comprised of the following three (3) components:

- a) CM Construction Management Fee: the cost of professional services including construction management activities and other contract administration tasks performed by the CM.
- b) CM Non-Personnel Costs: the cost of items necessary in the general course of work and not provided within the scope of work of subcontractor's work

- c) CM Subcontracted Consultants: the cost of retaining qualified professional services including QA/ QC Consultant (CEI) and Surveying that includes benchmarks and double checking layouts.

Included within the Lump Sum fee is the cost of all meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the Lump Sum Price is to be based on a monthly percentage of work complete proportional with the CM professional services scope of work, and its respective total lump sum fee; Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Construction Management Services, General Requirements Costs, and Subcontracted Consultants work.

The fee for construction activities is a lump sum amount distributed as follows:

Task 1 Construction Management (Professional Personnel Costs):	\$ 3,601,523.45
Task 2 General Requirements (Non-personnel Costs):	\$ 263,476.56
Task 3 Subcontracted Consultants	\$ 211,000.00
Tasks Total Lump Sum	\$ 4,076,000.01

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve grant of non-exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company (“TECO”) to provide natural gas service to the Trader Joe’s East, Inc., leasehold at Page Field Commons.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Establishes a perpetual non-exclusive underground utility easement to allow Peoples Gas System to provide natural gas lines to serve the Page Field Commons subtenant, Trader Joe’s East, Inc., leasehold.

5. **CATEGORY:** 29.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gregory S. Hagen

DIV. Port Attorney

10. BACKGROUND:

Peoples Gas System, a division of Tampa Electric Company, has requested the Board grant a non-exclusive underground utility easement to provide natural gas facility service to the Page Field Commons subtenant, Trader Joe’s East, Inc., leasehold.

Attachment: Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR <i>Benjamin R. Siegel</i>
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (6-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Strap No.: 01-45-24-00-00007.0030

Portion of Section 19, Twp. 45 S, Range 24 E

EASEMENT

This indenture is made this _____ day of September, 2020, between the **LEE COUNTY**, a dependent political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida, 33902, Grantor, and **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, a Florida corporation, whose mailing address is P.O. Box 2562, Tampa, FL 33601, Grantee, as follows:

For and in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive perpetual utility easement situated in Lee County, Florida and specifically described in Exhibit "A" attached and incorporated by reference, (the "Easement Area").

The purpose of the easement is to allow Grantee to install, maintain and repair underground natural gas facilities (the "Facilities") on, under, and upon the property described in Exhibit "A"; together with the right to permit any other person, firm or corporation to install equipment in or on the ground, attach wires to facilities, or lay pipe and conduit related to provision of the designated public utilities within the easement area; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions; and the right to trim and cut all dead, weak, leaning or dangerous trees or limbs inside or outside the easement area that might interfere with or fall upon the systems.

1. Use: Grantee's use of the Easement Area shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.

2. Repair by Grantee: Grantee shall promptly repair any damage to the Easement Area, or any other property not owned by Grantee, caused by Grantee exercising its rights under this Easement, including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee, its employees, agents or contractors cause damage to the Easement

Area in the exercise of the privilege granted herein, Grantee agrees to restore the Easement Area so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility Easement Area provided that it does or will not directly interfere with the Grantee's Facilities; Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S. Section 556,) that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition.

3. Relocation: The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this Easement Area being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this Easement grant as though it had been included ad initio.

4. Access: Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the Easement Area must be repaired or restored by the Grantee causing the damage to the condition in which it existed prior to the damage.

5. Obstructions: 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.

6. Reservation of Rights: Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may 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.

7. Entire Agreement: This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

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 Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair/Vice-Chair

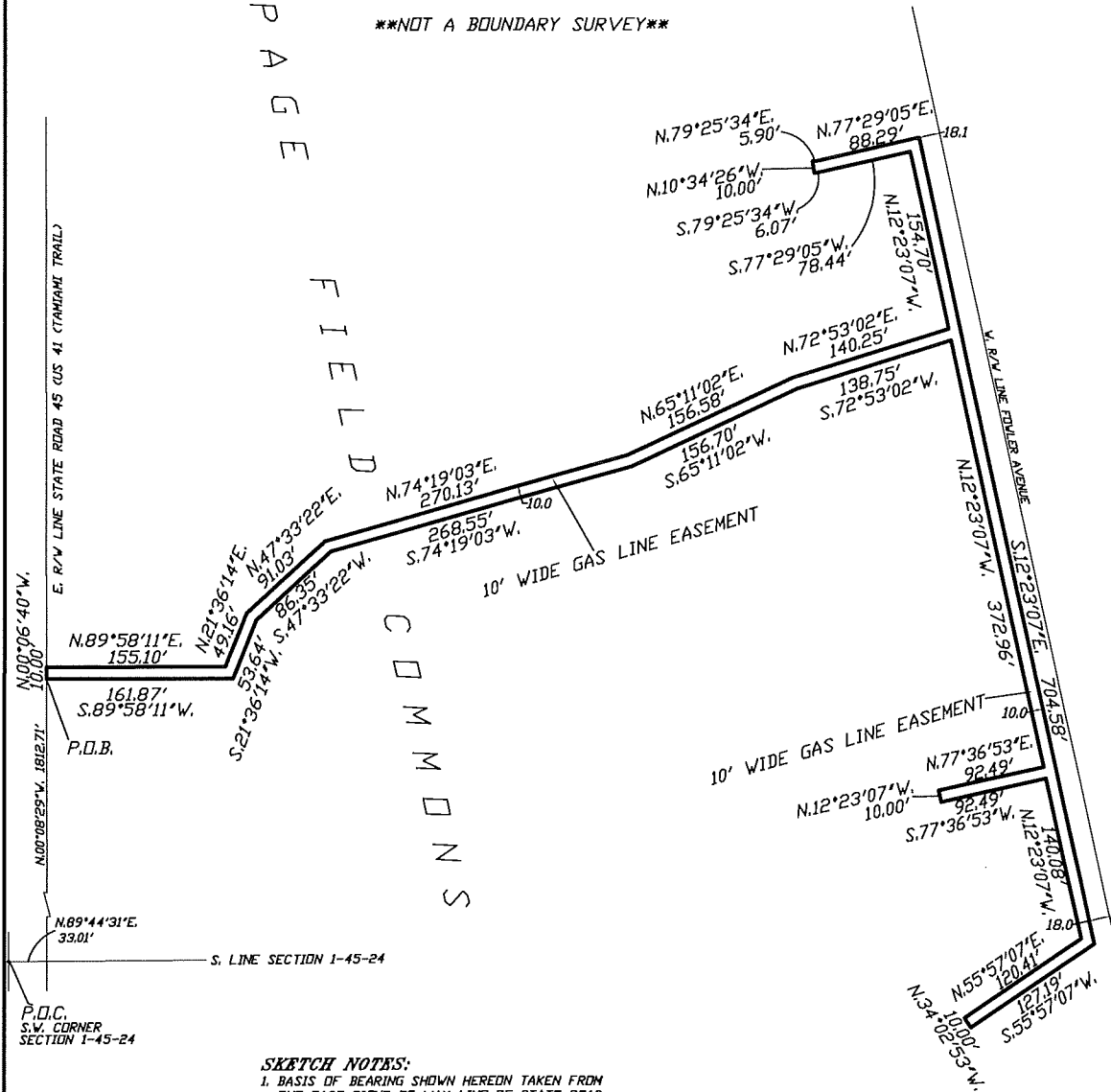
Approved as to Form for the Reliance of
Lee County Only:

By: _____
Office of the County Attorney

SKETCH TO ACCOMPANY DESCRIPTION:
 "GAS LINE" EASEMENT,
 LYING IN A PORTION OF THE SOUTHWEST
 QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP
 45 SOUTH, RANGE 24 EAST, LEE COUNTY,
 FLORIDA

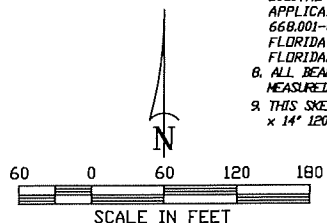
SEE SHEET 2 OF 2 EXHIBIT "A" FOR
 DESCRIPTION TO ACCOMPANY THIS SKETCH

NOT A BOUNDARY SURVEY



- SKETCH NOTES:**
1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE EAST RIGHT-OF-WAY LINE OF STATE ROAD No. 45, US 41 (TAMPAH TRAIL), AS BEING "ASSUMED" AS N.00°08'29"W.
 2. FIELD NOTES PAGE FIELD COMMONS FILE.
 3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
 5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
 6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
 7. THIS MAP/PLAT IS CONSIDERED SIGNED USING A DIGITAL SEAL IN ACCORDANCE WITH THE APPLICABLE STATE LAWS AND STATUTES FS 668.001-006; FS 668.50; FS 472.025; SJ-17,062, FLORIDA ADMINISTRATIVE CODE, STATE OF FLORIDA.
 8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
 9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8 1/2" x 14" 120 SCALE DRAWING.

- LEGEND:**
- O.R. OFFICIAL RECORDS BOOK
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - ℄ CENTERLINE



SKETCH TO ACCOMPANY DESCRIPTION
 "NOT A BOUNDARY SURVEY"

DRAWN: PMM	CHECK: FBH	SCALE: 1"=120'	PROJ. # PAGE GAS LINE	HARRIS-JORGENSEN, LLC 3048 DEL PRADO BLVD. S. #100 CAPE CORAL, FLORIDA 33904 (239)-257-2624
SKETCH DATE 06/26/2020	FILE NO. 45-24-1	SHT.- 1 DF - 2		

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH:
"GAS LINE" EASEMENT,
LYING IN A PORTION OF THE SOUTHWEST QUARTER
(SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24
EAST, LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION:

A TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°44'31"E. ALONG THE SOUTH LINE OF SAID SECTION 1, TO A POINT OF INTERSECTION ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD No. 45, (US41) (TAMIAMI TRAIL) FOR 33.01 FEET; THENCE RUN N.00°08'29"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 1812.71 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°08'29"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 10.00 FEET; THENCE RUN N.89°58'11"E. FOR 155.10 FEET; THENCE RUN N.21°36'14"E. FOR 49.16 FEET; THENCE RUN N.47°33'22"E. FOR 91.03 FEET; THENCE RUN N.74°19'03"E. FOR 270.13 FEET; THENCE RUN N.65°11'02"E. 156.58 FEET; THENCE RUN N.72°53'02"E. FOR 140.25 FEET; THENCE RUN N.12°23'07"W FOR 154.70 FEET; THENCE RUN S.77°29'05"W. 78.44 FEET; THENCE RUN S.79°25'34"W. 6.07 FEET; THENCE RUN N.10°34'26"W. FOR 10.00; THENCE RUN N.79°25'34"E. FOR 5.90 FEET; THENCE RUN N.77°29'05"E. FOR 88.29 FEET; THENCE RUN S.12°23'07"E. FOR 704.58 FEET; THENCE RUN S.55°57'07"W. FOR 127.19 FEET; THENCE RUN N.34°02'53"W. 10.00' THENCE RUN N.55°57'07"E. FOR 120.41 FEET; THENCE RUN N.12°23'07"W. FOR 140.08 FEET; THENCE RUN S.77°36'53"W. FOR 92.49 FEET; THENCE RUN N.12°23'07"W. FOR 10.00 FEET; THENCE RUN N.77°36'53"E. FOR 92.49 FEET; THENCE RUN N.12°23'07"W. FOR 372.96 FEET; THENCE RUN S.72°53'02"W. FOR 138.75' FEET; THENCE RUN S.65°11'02"W. FOR 156.70 FEET; THENCE RUN S.74°19'03"W. FOR 268.55 FEET; THENCE RUN S.47°33'22"W. FOR 86.35 FEET; THENCE RUN S.21°36'14"W. FOR 53.64 FEET; THENCE RUN S.89°58'11"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE FOR 161.87 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 18,650.29 SQ. FT, MORE OR LESS.

Phillip M
Mould, P.S.M.
6515 State of
Florida

Digitally signed by
Phillip M Mould,
P.S.M. 6515 State of
Florida
Date: 2020.06.26
14:12:26 -04'00'

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
LS6515 - STATE OF FLORIDA
JUNE 26, 2020

SHEET 2 OF 2

HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S.
#100
CAPE CORAL, FLORIDA 33904
(239)-257-2624

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Approve Partial Release of Conservation Easement Grant to SFWMD for Imperial Marsh Mitigation Park.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides Board approval of request to release that portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.</p>	<p>5. CATEGORY: 30. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/18/2020</p> <p>7. BoPC MEETING DATE: 9/3/2020</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p>
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10. BACKGROUND:

The Imperial Marsh portion of the Southwest Florida International Airport (RSW) Airport Mitigation Park was placed under conservation easement on March 5, 1998 to comply with the mitigation requirements of the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 36-000080-S for the Midfield Terminal Complex. The Port Authority subsequently submitted an application to release 13.13 acres of the Imperial Marsh conservation easement to the SFWMD on June 19, 2018 to remove an overlapping / preexisting Lee County Utility (LCU) easement. The utility easement was granted on April 23, 1973 for the purpose of drilling and maintaining water wells.

On June 10, 2011, the Florida Department of Environmental Protection (FDEP) issued Permit No. 36-0304623-001 to Lee County Utilities (LCU) to improve an existing (unimproved) access road, construct six production wells, and conduct various infrastructure improvements within the utility easement area. Mitigation for wetland impacts within the utility easement was addressed by LCU as part of the FDEP permit.

In a letter dated August 30, 2018, the SFWMD determined that the proposed partial release of conservation easement was in compliance with the original SFWMD ERP and appropriate provisions of paragraph 40E-4.331(2)(b) or 62-330.315(2)(g), Florida Administrative Code. While the partial release of conservation easement is subject to the approval of the SFWMD Governing Board, Lee County signatures are required on the partial release of conservation easement form prior to it being presented to the SFWMD Governing Board for final approval.

Attachment: Partial Release of Conservation Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
					<i>Benjamin R. Siegel</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Return recorded document to:
South Florida Water Management District
Regulation Division – MSC 9210
3301 Gun Club Road
West Palm Beach, FL 33406

Permit: 36-000080-S Application: _____
Tract: _____

PARTIAL RELEASE OF CONSERVATION EASEMENT

This Partial Release of Conservation Easement (“Partial Release”) is made this ___ day of _____ by the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** (“District”) having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406.

WITNESSETH:

WHEREAS, Lee County granted in favor of the District that certain Deed of Conservation Easement dated November 1, 1996, and recorded in Official Record Book 2928 at Page 1792 of the Public Records Lee County, Florida (hereinafter referred to as the “Conservation Easement”) encumbering the real property described on Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Original Premises”); and

WHEREAS, the District has been requested to release a portion of the Conservation Easement with respect to only that portion of the Original Premises described on Exhibit “B” attached hereto and made a part hereof (hereinafter referred to as the “Release Parcel”); and

WHEREAS, the District is amenable to amending the conservation easement to release a portion of the Conservation Easement only with respect to the Release Parcel.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the District hereby partially releases the Conservation Easement to discharge, terminate and release the Conservation Easement with respect to only the Release Parcel, without impairing the operation and effect of the Conservation Easement as

Partial Release of Conservation Easement
Permit: 36-000080-S Application: _____

to the remainder of the original premises which are not contained within the Release Parcel, (the original Premises less and except the Release Parcel is hereinafter referred to as the "Remainder Premises"). The Conservation Easement shall remain in full force and effect with respect to the Remainder Premises and shall remain unaffected by this Partial Release of Conservation Easement. All references in the Conservation Easement to "Property" shall hereafter mean and refer to the Remainder Premises.

IN WITNESS WHEREOF, the South Florida Water Management District has caused this Partial Release of Conservation Easement to be executed in its name by its Governing Board on this _____ day of _____, 20__.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, Chairman of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Notary Public

Print

My Commission Expires: _____

Legal Form Approved By
Office of Counsel, May 2016

Attest:
LINDA DOGGETT, CLERK

Owner:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____

By: _____

Print Name
Deputy Clerk

Print Name
Chair/Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

Partial Release of Conservation Easement
Permit: 36-000080-S Application: _____

OWNER:

Print Name _____

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A – ORIGINAL PREMISES

(Legal description from the original Conservation Easement)

EXHIBIT "A"

All of Sections 5, 6, 7, 8, 17, and 18, of Township 46 South, Range 27 East, Lee County, Florida, TOGETHER WITH a nonexclusive easement for ingress and egress over, across, and under the following described real property:

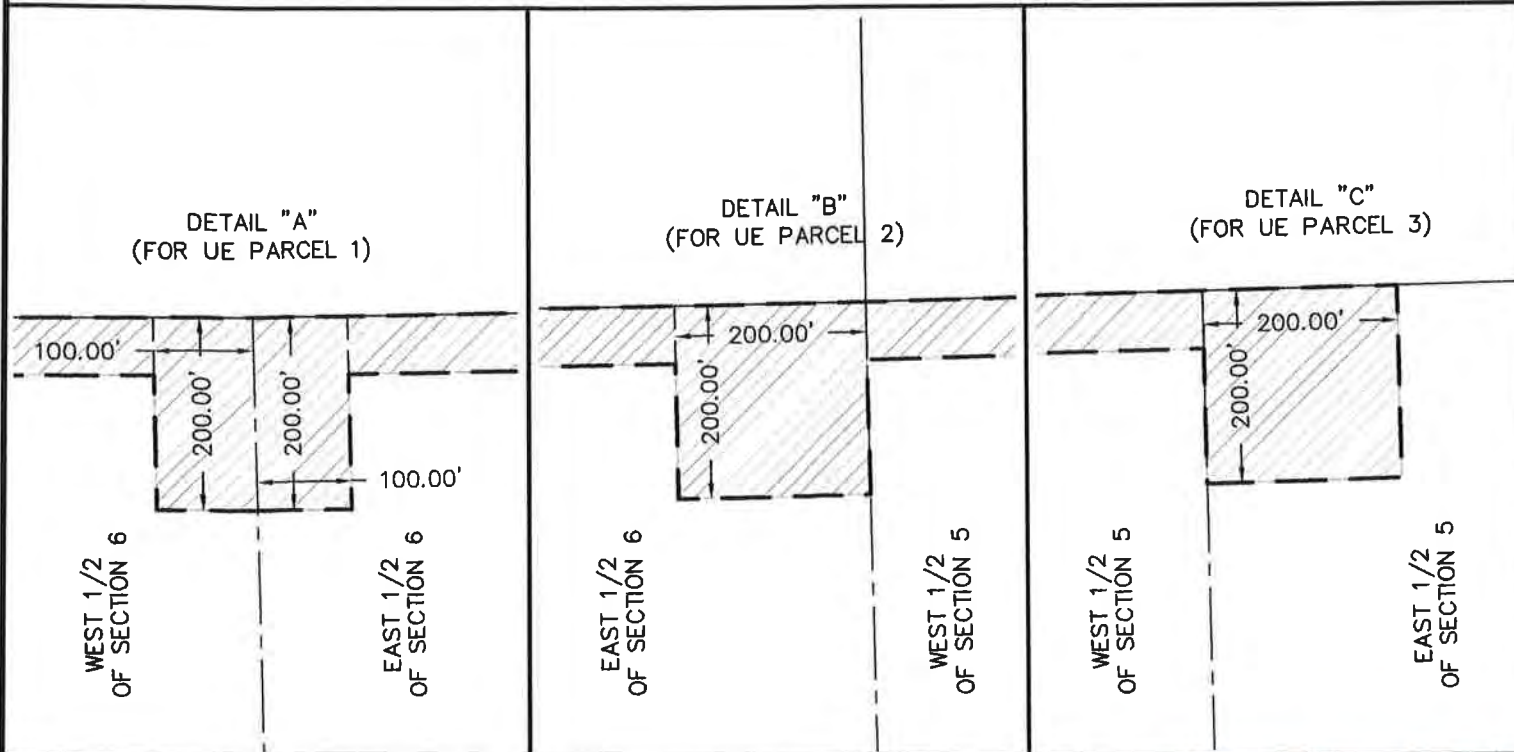
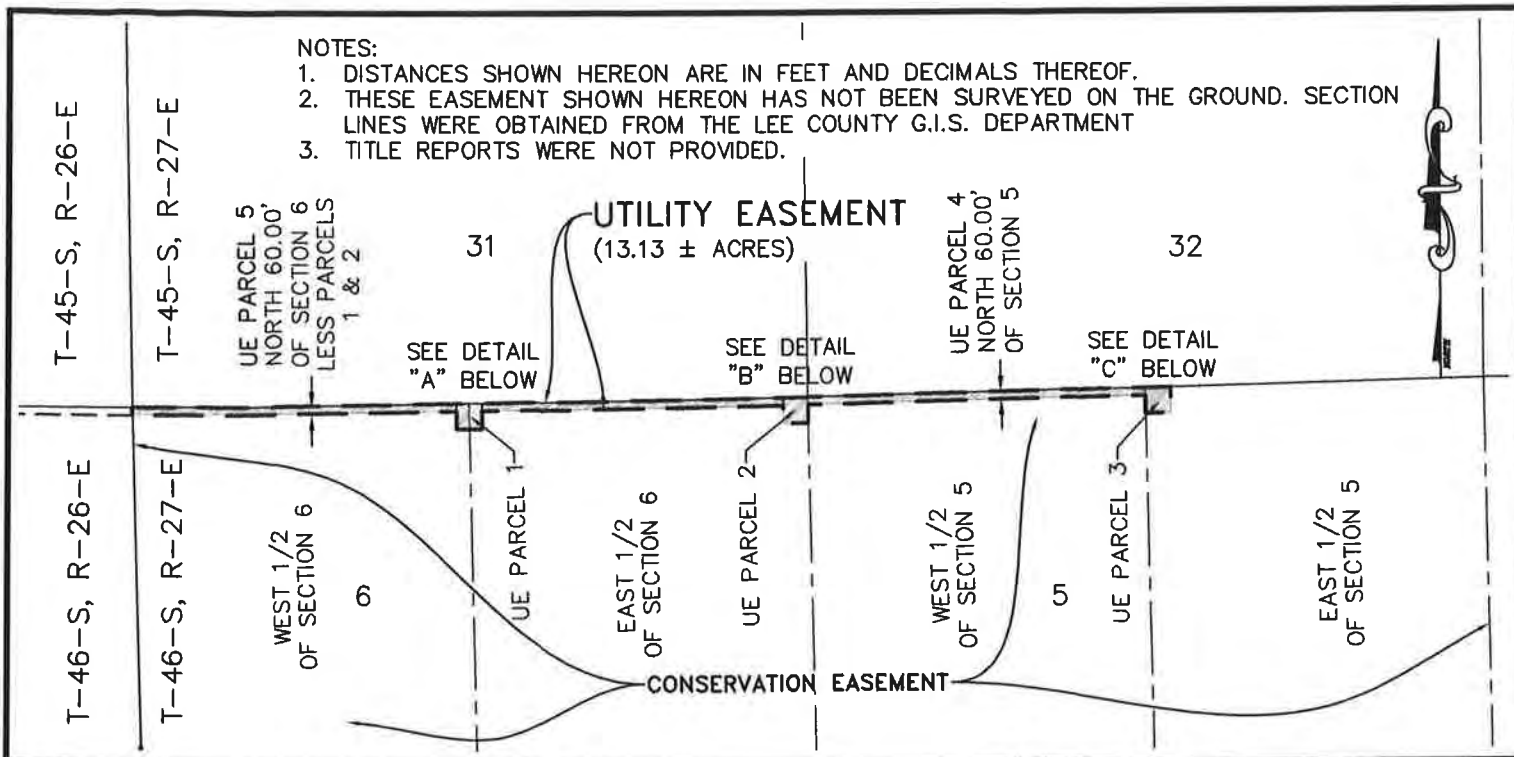
- 1) The East 30 feet of Section 14, Township 45 South, Range 26 East, South of State Road 82.
- 2) The West 30 feet of Section 13, Township 45 South, Range 26 East, South of State Road 82.
- 3) The East 30 feet of Section 23, Township 45 South, Range 26 East.
- 4) The West 30 feet of Section 24, Township 45 South, Range 26 East.
- 5) The East 30 feet of Section 26, Township 45 South, Range 26 East.
- 6) The West 30 feet of Section 25, Township 45 South, Range 26 East.
- 7) The East 30 feet of Section 35, Township 45 South, Range 26 East.
- 8) The West 30 feet of Section 36, Township 45 South, Range 26 East.
- 9) The East 30 feet of Section 2, Township 46 South, Range 26 East.
- 10) The West 30 feet of Section 1, Township 46 South, Range 26 East.
- 11) The South 30 feet of Section 2, Township 46 South, Range 26 East.
- 12) The North 30 feet of Section 11, Township 46 South, Range 26 East.
- 13) The North 60 feet of Section 11, Township 46 South, Range 26 East, subject to existing easements to Florida Cities Water Company.

OR2928 P611800

EXHIBIT B – RELEASE PARCEL


(Exhibit to be prepared by Owner containing the legal description of only the property to be released. Permit Reviewer must confirm that Exhibit B contains only the description of the portion being released.)

EXHIBIT "B"



IMPERIAL MARSH - UTILITY EASEMENT

This is a sketch to accompany a legal description (see attached) of a Utility Easement located in Sections 5 and 6, Township 46 South, Range 27 East, Lee County, Florida.


8/14/18

Elizabeth F. Gaines, PSM Date
 Florida License No. LS4576

Issue Date: 8/1/2018
Field Date: N/A
8/2/18-Revised hatching; added Exhibit "B"
Checked: EFG
Drawn: KAS
Field: N/A
Scale: VARIES
Project No.: 0708
CAD File: 0708-002
Sheet No. 1 of 1



E.F. Gaines
 Surveying Services, Inc.

FL License No. LB7165
 5235 Ramsey Way, Suite 10
 Fort Myers, Florida 33907
 Phone: 239-418-0126
 Fax: 239-418-0127
 Web: EFGaines.com

Not valid without the signature and raised seal of Elizabeth F. Gaines, PSM shown above



EXHIBIT "B"

Legal Description Imperial Marsh – Utility Easement

All of the following five parcels of land being located in Sections 5 and 6, Township 46 South, Range 27 East, Lee County, Florida and described as follows:

- 1) The North 200.00 feet of the East 100.00 feet of the West 1/2, and the North 200.00 feet of the West 100.00 feet of the East 1/2 of Section 6, Township 46 South, Range 27 East;
- 2) The North 200.00 feet of the East 200.00 feet of Section 6, Township 46 South, Range 27 East;
- 3) The North 200.00 feet of the West 200.00 feet of the East 1/2 of Section 5, Township 46 South, Range 27 East;
- 4) The North 60.00 feet of the West 1/2 of Section 5, Township 46 South, Range 27 East;
- 5) The North 60.00 feet of Section 6, Township 46 South, Range 27 East, excluding Parcels 1 and 2 herein described;

Contains 13.13 +/- Acres (calculated using Lee County G.I.S. section lines; not field surveyed)

Subject to easements, restrictions and reservations of record;

Prepared by:

E.F. Gaines Surveying Services, Inc.
Florida License No. LB 7165

Elizabeth F. Gaines, PSM
Florida License No. LS 4576

Date

Not valid without the digital signature or original signature and raised seal of Elizabeth F. Gaines, PSM.

Sketch: EFG Drawing No. 0708-002

Revised: 08/02/2018 – added acreage and Exhibit "B"

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a rental and concession relief program for tenants of the Lee County Port Authority at Southwest Florida International Airport (RSW) as defined below. The rental relief program will be equal to rents and concession fees paid to the Lee County Port Authority for the month of September 2020.
2. **FUNDING SOURCE:** Airport unrestricted funds
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides a one month rent relief for all tenants

5. **CATEGORY:** 31.
Administrative Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Brian McGonagle
DIV. Administration

10. BACKGROUND:

Many, if not most, business partners at Southwest Florida International Airport, have seen significant disruption in business since the pandemic began in March 2020. Significant reductions in passenger airline traffic have led to unprecedented financial losses in nearly every business sector of commercial aviation. In order to help mitigate our tenant's cash flow challenges, the Airport agreed to defer April rents for 90 days.

As you are aware, our own airport system has not been immune to the financial crisis our industry faces. We have made significant sacrifices; however, we have also had some help from federal funds. Even so, we continue to operate in a survival mode. Most of our tenants continue to pay their rents, as difficult as it may be for them. These tenants and stakeholders will be critical for a return to normal operations, whenever that occurs. Currently, our financial obligations are being met and we are in a position to extend relief to our tenants and do our part to support the business partners we rely on so much during the good times.

As such, we are recommending a one-month rent relief package to the tenants at RSW for fees and charges due under their leases, with some exceptions as described below. This rent and concession relief is limited to the airline fixed rents, retail, food and beverage fixed rents, aviation ground rents, non-airline terminal rents, rental car fixed rents, advertising rents, airport plaza fixed rent and concession fees, retail, food and beverage

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	N/A	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED (5-1)
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

concession fees, tenant employee parking, ground transportation, airline ramp parking and rental car privilege fees. Terminal use fees, non-aviation ground rents, any government agency leased space and landing fees are not eligible. In order to be eligible for this rental and concession relief program, tenants must be current on their payments as of Nov. 1, 2020. Based on September 2019 actual data, this one-time rental concession relief program is estimated to cost approximately \$3M and will be funded from the Airport's unrestricted funds.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board convene as the Board of County Commissioners to approve grant of non-exclusive underground utility easement to Peoples Gas System to install natural gas lines to serve the Page Field Commons subtenant, Trader Joe's East, Inc., leasehold.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes a non-exclusive underground utility easement for the installation of natural gas lines by Peoples Gas System.</p> | <p>5. CATEGORY: 32.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/3/2020</p> |
|---|---|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
|---|---|

10. BACKGROUND:

Peoples Gas System has requested the Board of County Commissioners grant a non-exclusive underground utility easement to provide natural gas facility service to the Page Field Commons subtenant, Trader Joe's East, Inc., leasehold.

Attachment: Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
-----------------------------	------------------------------	-------	---------	---------------	---------------------------

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/3/2020	Item No. <System Generated>
--------------------------------------	--	-----------------------------

TITLE: Grant Non-Exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company ("TECO").

ACTION REQUESTED: Request Board convene as the Board of County Commissioners to approve grant of non-exclusive underground utility easement to Peoples Gas System to install natural gas lines to serve the Page Field Commons subtenant, Trader Joe's East, Inc., leasehold.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Establishes a non-exclusive underground utility easement for the installation of natural gas lines by Peoples Gas System.

MANAGEMENT RECOMMENDATION: Approve easement.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: County Attorney Division: By: Gregory S. Hagen 

Background:

Peoples Gas System has requested the Board of County Commissioners grant a non-exclusive underground utility easement to provide natural gas facility service to the Page Field Commons subtenant, Trader Joe's East, Inc., leasehold.

Attachment: Easement

11. Required Review:

<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Strap No.: 01-45-24-00-00007.0030

Portion of Section 19, Twp. 45 S, Range 24 E

EASEMENT

This indenture is made this _____ day of September, 2020, between the **LEE COUNTY**, a dependent political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida, 33902, Grantor, and **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, a Florida corporation, whose mailing address is P.O. Box 2562, Tampa, FL 33601, Grantee, as follows:

For and in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive perpetual utility easement situated in Lee County, Florida and specifically described in Exhibit "A" attached and incorporated by reference, (the "Easement Area").

The purpose of the easement is to allow Grantee to install, maintain and repair underground natural gas facilities (the "Facilities") on, under, and upon the property described in Exhibit "A"; together with the right to permit any other person, firm or corporation to install equipment in or on the ground, attach wires to facilities, or lay pipe and conduit related to provision of the designated public utilities within the easement area; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions; and the right to trim and cut all dead, weak, leaning or dangerous trees or limbs inside or outside the easement area that might interfere with or fall upon the systems.

1. Use: Grantee's use of the Easement Area shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.

2. Repair by Grantee: Grantee shall promptly repair any damage to the Easement Area, or any other property not owned by Grantee, caused by Grantee exercising its rights under this Easement, including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee, its employees, agents or contractors cause damage to the Easement

Area in the exercise of the privilege granted herein, Grantee agrees to restore the Easement Area so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility Easement Area provided that it does or will not directly interfere with the Grantee's Facilities; Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S. Section 556,) that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition.

3. Relocation: The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this Easement Area being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this Easement grant as though it had been included ad initio.

4. Access: Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the Easement Area must be repaired or restored by the Grantee causing the damage to the condition in which it existed prior to the damage.

5. Obstructions: 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.

6. Reservation of Rights: Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may 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.

7. Entire Agreement: This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

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 Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair/Vice-Chair

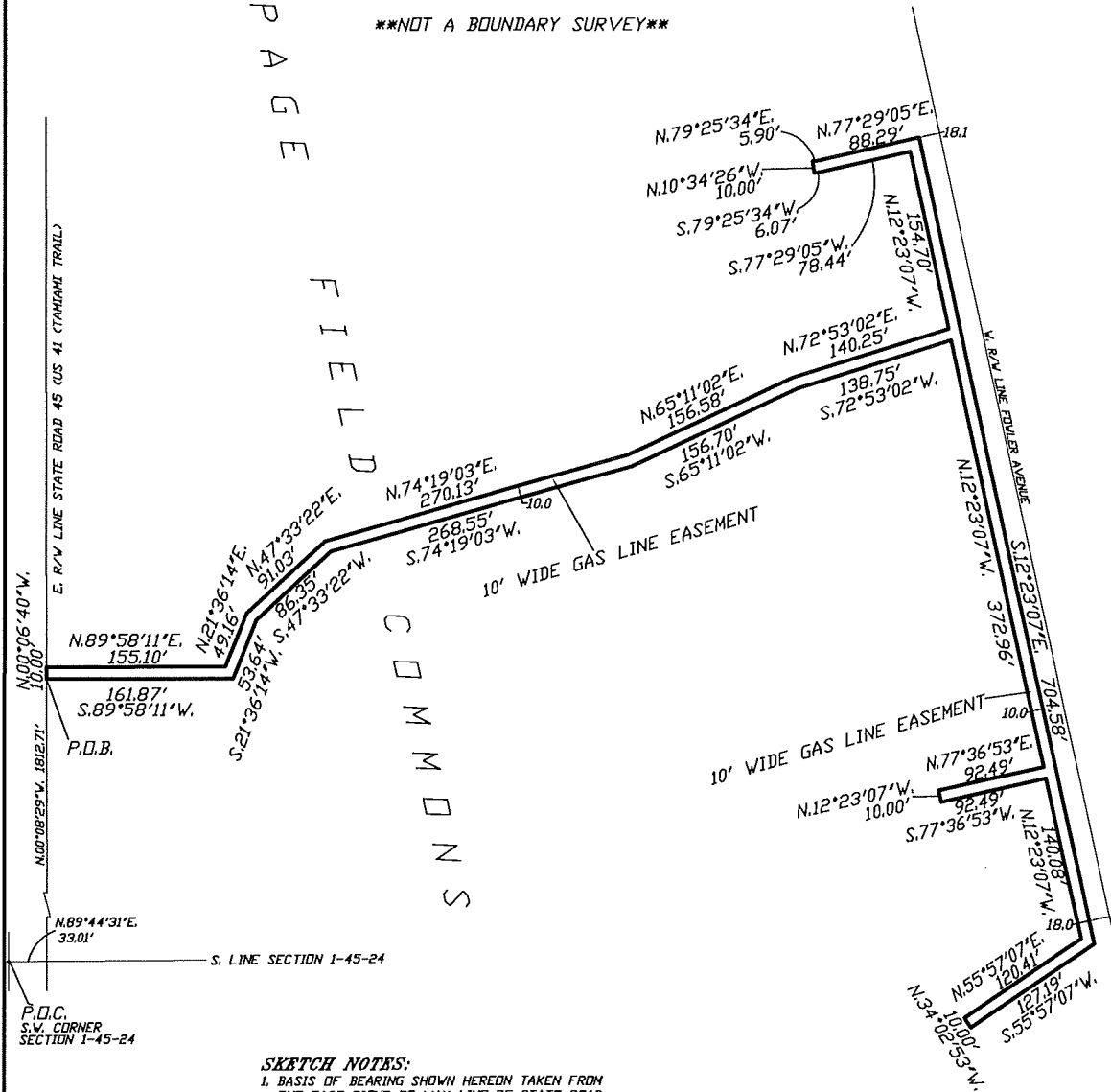
Approved as to Form for the Reliance of
Lee County Only:

By: _____
Office of the County Attorney

SKETCH TO ACCOMPANY DESCRIPTION:
 "GAS LINE" EASEMENT,
 LYING IN A PORTION OF THE SOUTHWEST
 QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP
 45 SOUTH, RANGE 24 EAST, LEE COUNTY,
 FLORIDA

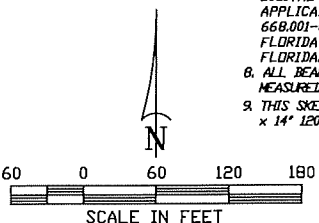
SEE SHEET 2 OF 2 EXHIBIT "A" FOR
 DESCRIPTION TO ACCOMPANY THIS SKETCH

NOT A BOUNDARY SURVEY



- SKETCH NOTES:**
1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE EAST RIGHT-OF-WAY LINE OF STATE ROAD No. 45, US 41 (TAMPAH TRAIL), AS BEING "ASSUMED" AS N00°08'29"W.
 2. FIELD NOTES PAGE FIELD COMMONS FILE.
 3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
 5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
 6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
 7. THIS MAP/PLAT IS CONSIDERED SIGNED USING A DIGITAL SEAL IN ACCORDANCE WITH THE APPLICABLE STATE LAWS AND STATUTES FS 668.001-006) FS 668.50) FS 472.025) SJ-17,062, FLORIDA ADMINISTRATIVE CODE, STATE OF FLORIDA.
 8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
 9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8 1/2" x 14" 120 SCALE DRAWING.

- LEGEND:**
- O.R. OFFICIAL RECORDS BOOK
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - ℄ CENTERLINE



SKETCH TO ACCOMPANY DESCRIPTION
 "NOT A BOUNDARY SURVEY"

DRAWN: PMM	CHECK: FBH	SCALE: 1"=120'	PROJ. # PAGE GAS LINE	HARRIS-JORGENSEN, LLC 3048 DEL PRADO BLVD. S. #100 CAPE CORAL, FLORIDA 33904 (239)-257-2624
SKETCH DATE 06/26/2020	FILE NO. 45-24-1	SHT.- 1 DF - 2		

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH:
"GAS LINE" EASEMENT,
LYING IN A PORTION OF THE SOUTHWEST QUARTER
(SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24
EAST, LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION:

A TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°44'31"E. ALONG THE SOUTH LINE OF SAID SECTION 1, TO A POINT OF INTERSECTION ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD No. 45, (US41) (TAMIAMI TRAIL) FOR 33.01 FEET; THENCE RUN N.00°08'29"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 1812.71 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°08'29"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 10.00 FEET; THENCE RUN N.89°58'11"E. FOR 155.10 FEET; THENCE RUN N.21°36'14"E. FOR 49.16 FEET; THENCE RUN N.47°33'22"E. FOR 91.03 FEET; THENCE RUN N.74°19'03"E. FOR 270.13 FEET; THENCE RUN N.65°11'02"E. 156.58 FEET; THENCE RUN N.72°53'02"E. FOR 140.25 FEET; THENCE RUN N.12°23'07"W FOR 154.70 FEET; THENCE RUN S.77°29'05"W. 78.44 FEET; THENCE RUN S.79°25'34"W. 6.07 FEET; THENCE RUN N.10°34'26"W. FOR 10.00; THENCE RUN N.79°25'34"E. FOR 5.90 FEET; THENCE RUN N.77°29'05"E. FOR 88.29 FEET; THENCE RUN S.12°23'07"E. FOR 704.58 FEET; THENCE RUN S.55°57'07"W. FOR 127.19 FEET; THENCE RUN N.34°02'53"W. 10.00' THENCE RUN N.55°57'07"E. FOR 120.41 FEET; THENCE RUN N.12°23'07"W. FOR 140.08 FEET; THENCE RUN S.77°36'53"W. FOR 92.49 FEET; THENCE RUN N.12°23'07"W. FOR 10.00 FEET; THENCE RUN N.77°36'53"E. FOR 92.49 FEET; THENCE RUN N.12°23'07"W. FOR 372.96 FEET; THENCE RUN S.72°53'02"W. FOR 138.75' FEET; THENCE RUN S.65°11'02"W. FOR 156.70 FEET; THENCE RUN S.74°19'03"W. FOR 268.55 FEET; THENCE RUN S.47°33'22"W. FOR 86.35 FEET; THENCE RUN S.21°36'14"W. FOR 53.64 FEET; THENCE RUN S.89°58'11"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE FOR 161.87 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 18,650.29 SQ. FT, MORE OR LESS.

Phillip M
Mould, P.S.M.
6515 State of
Florida

Digitally signed by
Phillip M Mould,
P.S.M. 6515 State of
Florida
Date: 2020.06.26
14:12:26 -04'00'

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
LS6515 - STATE OF FLORIDA
JUNE 26, 2020

SHEET 2 OF 2

HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S.
#100
CAPE CORAL, FLORIDA 33904
(239)-257-2624

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board convene as the Board of County Commissioners to approve a request to release that portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Releases a portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.</p>	<p>5. CATEGORY: 33. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/3/2020</p>
--	---

<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p>
---	---

10. BACKGROUND:

The Imperial Marsh portion of the Southwest Florida International Airport (RSW) Airport Mitigation Park was placed under conservation easement on March 5, 1998 to comply with the mitigation requirements of the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 36-000080-S for the Midfield Terminal Complex. The Port Authority subsequently submitted an application to release 13.13 acres of the Imperial Marsh conservation easement to the SFWMD on June 19, 2018 to remove an overlapping / preexisting Lee County Utility (LCU) easement. The utility easement was granted on April 23, 1973 for the purpose of drilling and maintaining water wells.

On June 10, 2011, the Florida Department of Environmental Protection (FDEP) issued Permit No. 36-0304623-001 to Lee County Utilities (LCU) to improve an existing (unimproved) access road, construct six production wells, and conduct various infrastructure improvements within the utility easement area. Mitigation for wetland impacts within the utility easement was addressed by LCU as part of the FDEP permit.

In a letter dated August 30, 2018, the SFWMD determined that the proposed partial release of conservation easement was in compliance with the original SFWMD ERP and appropriate provisions of paragraph 40E-4.331(2)(b) or 62-330.315(2)(g), Florida Administrative Code. While the partial release of conservation easement is subject to the approval of the SFWMD Governing Board, Lee County signatures are required on the partial release of conservation easement form prior to it being presented to the SFWMD Governing Board for final approval.

Attachment: Partial Release of Conservation Easement

11. RECOMMENDED APPROVAL					
<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/3/2020	Item No. <System Generated>
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TITLE: Approve Partial Release of Conservation Easement Grant Request to SFWMD for Imperial Marsh Mitigation Park.

ACTION REQUESTED: Request Board convene as the Board of County Commissioners to approve a request to release that portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Releases a portion of Conservation Easement Grant to SFWMD to remove Lee County Utilities Green Meadows Wellfield from restrictions of the Conservation Easement.

MANAGEMENT RECOMMENDATION: Approve Partial Release of Conservation Easement Grant to SFWMD for Imperial Marsh Mitigation Park.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: County Attorney Division: By: Gregory S. Hagen 

Background:

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Attachment: Partial Release of Conservation Easement

11. Required Review:					
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>

Return recorded document to:
South Florida Water Management District
Regulation Division – MSC 9210
3301 Gun Club Road
West Palm Beach, FL 33406

Permit: 36-000080-S Application: _____
Tract: _____

PARTIAL RELEASE OF CONSERVATION EASEMENT

This Partial Release of Conservation Easement (“Partial Release”) is made this ___ day of _____ by the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** (“District”) having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406.

WITNESSETH:

WHEREAS, Lee County granted in favor of the District that certain Deed of Conservation Easement dated November 1, 1996, and recorded in Official Record Book 2928 at Page 1792 of the Public Records Lee County, Florida (hereinafter referred to as the “Conservation Easement”) encumbering the real property described on Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Original Premises”); and

WHEREAS, the District has been requested to release a portion of the Conservation Easement with respect to only that portion of the Original Premises described on Exhibit “B” attached hereto and made a part hereof (hereinafter referred to as the “Release Parcel”); and

WHEREAS, the District is amenable to amending the conservation easement to release a portion of the Conservation Easement only with respect to the Release Parcel.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the District hereby partially releases the Conservation Easement to discharge, terminate and release the Conservation Easement with respect to only the Release Parcel, without impairing the operation and effect of the Conservation Easement as

Partial Release of Conservation Easement
Permit: 36-000080-S Application: _____

to the remainder of the original premises which are not contained within the Release Parcel, (the original Premises less and except the Release Parcel is hereinafter referred to as the "Remainder Premises"). The Conservation Easement shall remain in full force and effect with respect to the Remainder Premises and shall remain unaffected by this Partial Release of Conservation Easement. All references in the Conservation Easement to "Property" shall hereafter mean and refer to the Remainder Premises.

IN WITNESS WHEREOF, the South Florida Water Management District has caused this Partial Release of Conservation Easement to be executed in its name by its Governing Board on this _____ day of _____, 20__.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, Chairman of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Notary Public

Print

My Commission Expires: _____

Legal Form Approved By
Office of Counsel, May 2016

Attest:
LINDA DOGGETT, CLERK

Owner:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____

By: _____

Print Name
Deputy Clerk

Print Name
Chair/Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

Partial Release of Conservation Easement
Permit: 36-000080-S Application: _____

OWNER:

Print Name _____

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A – ORIGINAL PREMISES

(Legal description from the original Conservation Easement)

EXHIBIT "A"

All of Sections 5, 6, 7, 8, 17, and 18, of Township 46 South, Range 27 East, Lee County, Florida, TOGETHER WITH a nonexclusive easement for ingress and egress over, across, and under the following described real property:

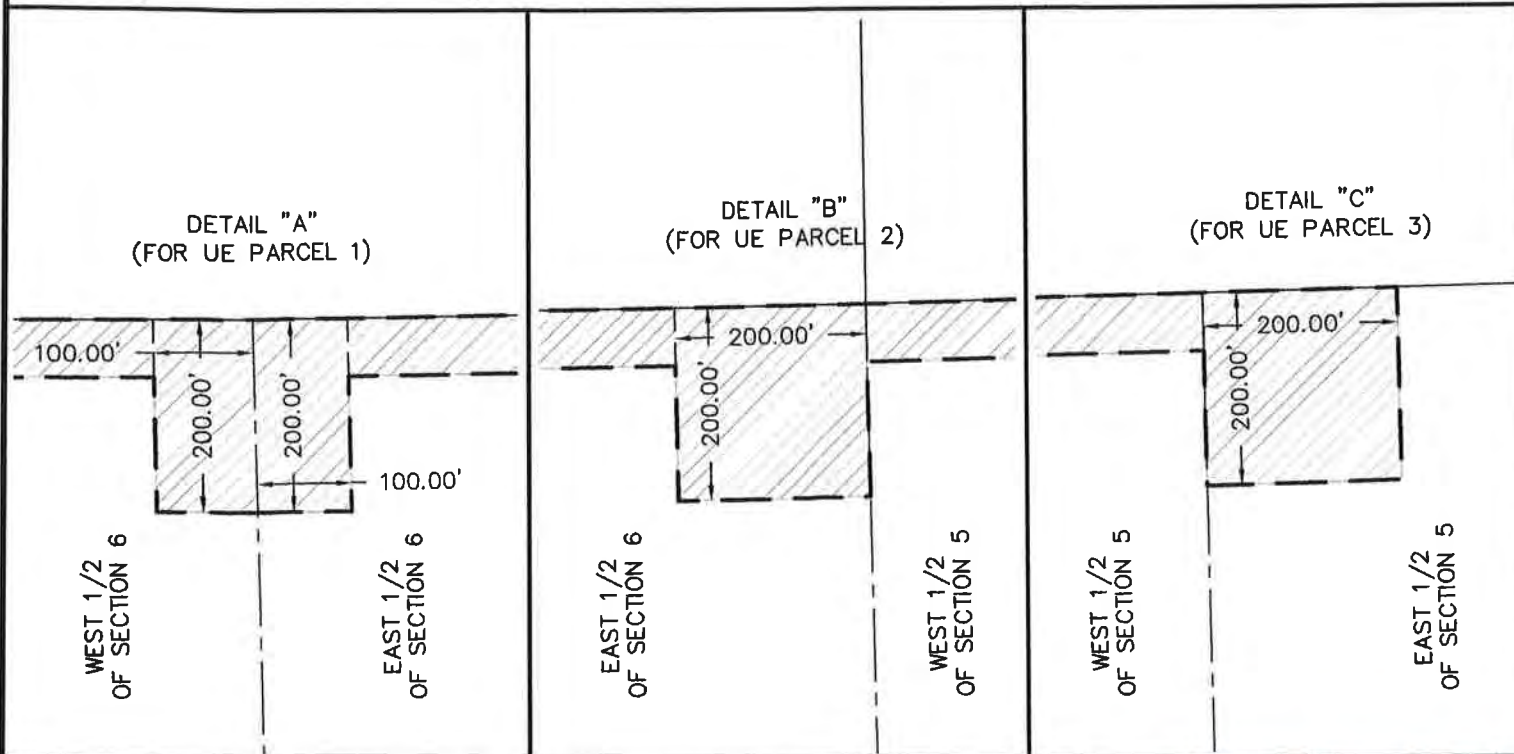
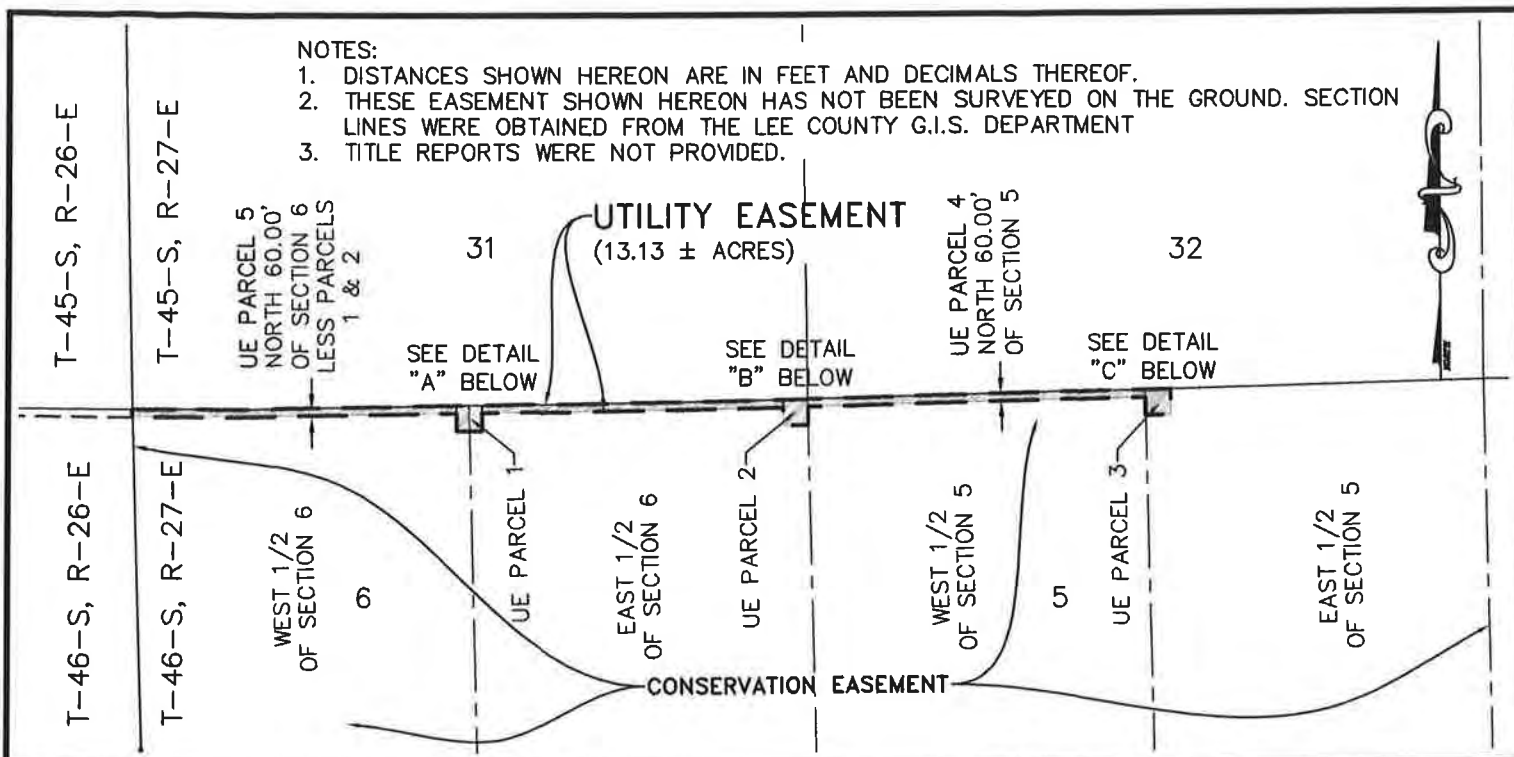
- 1) The East 30 feet of Section 14, Township 45 South, Range 26 East, South of State Road 82.
- 2) The West 30 feet of Section 13, Township 45 South, Range 26 East, South of State Road 82.
- 3) The East 30 feet of Section 23, Township 45 South, Range 26 East.
- 4) The West 30 feet of Section 24, Township 45 South, Range 26 East.
- 5) The East 30 feet of Section 26, Township 45 South, Range 26 East.
- 6) The West 30 feet of Section 25, Township 45 South, Range 26 East.
- 7) The East 30 feet of Section 35, Township 45 South, Range 26 East.
- 8) The West 30 feet of Section 36, Township 45 South, Range 26 East.
- 9) The East 30 feet of Section 2, Township 46 South, Range 26 East.
- 10) The West 30 feet of Section 1, Township 46 South, Range 26 East.
- 11) The South 30 feet of Section 2, Township 46 South, Range 26 East.
- 12) The North 30 feet of Section 11, Township 46 South, Range 26 East.
- 13) The North 60 feet of Section 11, Township 46 South, Range 26 East, subject to existing easements to Florida Cities Water Company.

OR2928 P611800

EXHIBIT B – RELEASE PARCEL


(Exhibit to be prepared by Owner containing the legal description of only the property to be released. Permit Reviewer must confirm that Exhibit B contains only the description of the portion being released.)

EXHIBIT "B"



IMPERIAL MARSH - UTILITY EASEMENT


This is a sketch to accompany a legal description (see attached) of a Utility Easement located in Sections 5 and 6, Township 46 South, Range 27 East, Lee County, Florida.



 Elizabeth F. Gaines, PSM
 Florida License No. LS4576

Date 8/14/18

Issue Date: 8/1/2018
Field Date: N/A
8/2/18-Revised hatching; added Exhibit "B"
Checked: EFG
Drawn: KAS
Field: N/A
Scale: VARIES
Project No.: 0708
CAD File: 0708-002
Sheet No. 1 of 1



E.F. Gaines
 Surveying Services, Inc.

FL License No. LB7165
 5235 Ramsey Way, Suite 10
 Fort Myers, Florida 33907
 Phone: 239-418-0126
 Fax: 239-418-0127
 Web: EFGaines.com

Not valid without the signature and raised seal of Elizabeth F. Gaines, PSM shown above



EXHIBIT "B"

Legal Description Imperial Marsh – Utility Easement

All of the following five parcels of land being located in Sections 5 and 6, Township 46 South, Range 27 East, Lee County, Florida and described as follows:

- 1) The North 200.00 feet of the East 100.00 feet of the West 1/2, and the North 200.00 feet of the West 100.00 feet of the East 1/2 of Section 6, Township 46 South, Range 27 East;
- 2) The North 200.00 feet of the East 200.00 feet of Section 6, Township 46 South, Range 27 East;
- 3) The North 200.00 feet of the West 200.00 feet of the East 1/2 of Section 5, Township 46 South, Range 27 East;
- 4) The North 60.00 feet of the West 1/2 of Section 5, Township 46 South, Range 27 East;
- 5) The North 60.00 feet of Section 6, Township 46 South, Range 27 East, excluding Parcels 1 and 2 herein described;

Contains 13.13 +/- Acres (calculated using Lee County G.I.S. section lines; not field surveyed)

Subject to easements, restrictions and reservations of record;

Prepared by:

E.F. Gaines Surveying Services, Inc.
Florida License No. LB 7165

Elizabeth F. Gaines, PSM
Florida License No. LS 4576

Date

Not valid without the digital signature or original signature and raised seal of Elizabeth F. Gaines, PSM.

Sketch: EFG Drawing No. 0708-002

Revised: 08/02/2018 – added acreage and Exhibit "B"